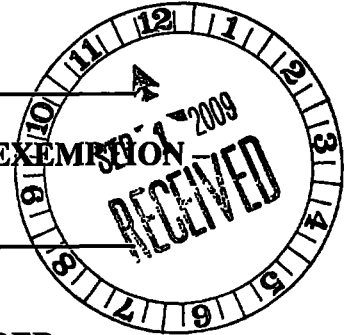


225678

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB DOCKET NO. AB-167 (Sub- No. 1190X)

**CONSOLIDATED RAIL CORPORATION – ABANDONMENT EXEMPTION
IN HUDSON COUNTY, NJ**



ANSWER TO BOARD'S 8/12/09 SHOW CAUSE ORDER

1. Now come Eric Strohmeyer, a non-carrier, and James Riffin, a carrier ("Offerors"), who herewith file this Answer to the Board's August 12, 2009 Show Cause Order.

BACKGROUND INFORMATION

2. Consolidated Rail Corporation ("Conrail"), CSX Transportation, Inc. ("CSXT"), and Norfolk Southern Railway Company ("NS") jointly filed a verified notice of exemption under 49 CFR 1152 Subpart F, for Conrail to abandon, and for CSXT and NS to discontinue service over, a 2.27-mile portion of the line of railroad known as the Lehigh Valley Main Line ("Line"), between railroad milepost ("MP") 2.90 and railroad MP 5.17, in Jersey City, Hudson County, NJ. Notice of the exemption was served and published in the *Federal Register* on December 9, 2009 (73 FR 74801-02).

3. In a letter dated July 28, 2009, Conrail divided the Line into three parcels:

A. Parcel A – 5.73 acres between the westerly side of Chapel Avenue (MP 4.53), and the easterly side of Linden Avenue (MP 4.90).

B. Parcel B – 0.06 acres (2,669 SF) along the south side of Communipaw Avenue (near MP 2.902).

**ENTERED
Office of Proceedings**

SEP 01 2009

1

**Part of
Public Record**

C. Parcel C – The remainder of the Line not encompassed by Parcels A or B.

4. On August 7-10, 2009, the Offerors filed an Offer of Financial Assistance (“OFA”) to purchase that portion of the Line that Conrail identified as Parcel C.

5. On August 12, 2009, the Board issued a Decision wherein the Board directed the Offerors to Show Cause, by September 1, 2009, why the Board should not exempt the Parcel C portion of the transaction from the OFA procedures codified at 49 U.S.C. 10904.

6. In its Show Cause Order, the following issues were raised by the Board:

A. “The Board has exempted abandonments from section 10904 when the line proposed for abandonment is needed for a valid public purpose and there is no overriding public need for rail service on the line.” Op. at 3.

B. In an earlier filing, CNJ Rail¹ had stated: “ ‘CNJ does not intend to include in its OFA any section, or portion, of the line that has been previously sold to New Jersey transit for their Light Rail maintenance facilities or commuter parking lots.’ The record here indicates that the parcel is owned by New Jersey Transit, is currently being used for mass transit purposes, and has not seen an active shipper in at least two years.” Op. at 3.

C. “[T]he offerors assert, with no accompanying evidence, that if they acquire Parcel C (or whatever rights Conrail maintains in Parcel C) Dameo Trucking *might* seek to locate a transload facility on the line. The Board has received no statement from Dameo Trucking, no business plan, financial forecasts, or any other evidence to support the assertions of the offerors.” Op. at 3.

¹ CNJ Rail filed a Notice of Intent to file an OFA. The OFA that was filed with the Board, was filed by Eric Strohmeyer and James Riffin in their individual capacities. Offeror Eric Strohmeyer is the COO of CNJ Rail Corporation. Mr. Riffin had not participated in the proceeding prior to the filing of the OFA.

- D. "The offerors provide no explanation as to why the OFA was submitted in the name of Strohmeyer and Riffin, rather than in the name of the entity that filed the notice of intent to file the OFA, CNJ." Footnote 2, Op. at 1.

NEED FOR RAIL SERVICE

7. The Offerors have concurrently filed a Supplement to their Motion for Protective Order. In the Supplement, the Offerors provide the Board with detailed confidential / proprietary marketing information. In this public version of Offerors Response, the Offerors have redacted specifics, and will only discuss the need for continued rail service in generalities. On August 28, 2009, John Enright, counsel for Conrail, Robert Jenkins and Adam Sloane, outside counsel for Conrail, signed Undertakings, thereby acquiring the right to view Offerors' Confidential Information. A copy of all of Offerors Confidential documents was mailed to the above three individuals on August 31, 2009, and should be received by these individuals on September 1, 2009, the same date this Response is being filed with the Board.

8. In their OFA, the Offerors represented that Dameo Trucking, Inc. ("Dameo") was a major rail shipper, and that Rocque Dameo, Sr. (President of Dameo Trucking) had asked Strohmeyer if Strohmeyer knew of a location where Dameo could obtain additional transloading space.

9. A draft Dameo Verified Statement has been prepared. After Dameo's counsel has reviewed and approved the draft Verified Statement (and made whatever changes are appropriate), Dameo's Verified Statement will be filed with the Board under Seal, and a copy will be sent to Conrail's counsel. (The Verified Statement contains proprietary Dameo information.)

10. The Offerors propose to create an aggregates (sand and stone) transload facility on Parcel C. Sand and stone would be transported via unit trains from nearby rail-served quarries to Parcel C. The sand and stone would be stored on Parcel C. Trucks then would deliver the sand and stone to nearby ready-mix and asphalt plants. The long-haul (first 50 miles) would be via

unit trains. The short-haul (last few miles) would be via truck. This would reduce the number of trucks on New Jersey's heavily congested roads, and would reduce the cost to transport aggregates from quarries to ready-mix and asphalt plants.

11. The Offerors have visited / spoke with representatives of, 10 quarries, 23 ready-mix concrete plants, and 7 asphalt plants. All of the representatives from these facilities expressed a strong interest in creating / utilizing Offerors' proposed aggregates transload facility. All of the quarries visited are either rail served, or are within a few miles of a rail line.

12. Approximately 20 years ago, Clayton Sand utilized a 60-car unit train to transport sand from south Jersey (Woodmansie) to Elizabeth and Perth Amboy, NJ. From the Elizabeth transload site, sand was trucked the last few miles to nearby ready-mix and asphalt plants. At Perth Amboy, sand was loaded onto barges. Conrail unilaterally decreed it would no longer permit Clayton Sand to use Conrail's Elizabeth rail facility to store sand. Since then, sand has been trucked 50 + miles from south Jersey (Woodmansie, Lakehurst, Cedar Bridge, Warren Grove) to the ready-mix and asphalt plants in central Jersey (Jersey City, Bayonne, Passaic, Bergen, Bagota, W. Nyack, Roseland, E. Newark, Elizabeth) and Staten Island. The ready-mix / asphalt plants in Brooklyn (which is only a few minutes drive from Parcel C via Exit 14B / Holland Tunnel) get their sand from the eastern tip of Long Island (via trucks) and get their stone from Connecticut (via trucks).

13. Mr. Riffin is looking for a place near Jersey City where he can store his rail cars. (Mr. Riffin's Allegany County, MD and Cockeysville, MD lines are the subject of litigation. Until this litigation is resolved, Mr. Riffin is hesitant to store rail cars on those lines.)

UNAUTHORIZED SALE OF THE LINE

14. In its filing, Conrail represented that the Parcel C portions of the Line had been sold. Conrail did not state that it had received authority to sell the Parcel C portions of the Line, nor did it state that the buyers had received authority to acquire the Parcel C portions of the Line. Without Board / Commission authority, these conveyances would be void, if Conrail failed to reserve a permanent easement for rail purposes, or if the buyers' use of the Line would materially

interfere with Conrail's ability to provide rail service on the Line.

15. Having sold portions of the Line to entities that did not have authority to acquire a line of railroad, raises the issue of who is the appropriate party to be filing to abandon the Line: Conrail, or the buyers? (See *Southern Pacific*.)

16. One of the identified buyers was New Jersey Transit ("NJT"). While NJT is a public entity, and presumably is using the properties it acquired for public purposes, NJT would still need Board authority to acquire a portion of this Line. (See *State of Maine*.)

17. The only information provided by Conrail to the Offerors was a somewhat difficult to read copy of a 1916 Valuation Map. A copy of the portion of the Valuation Map that depicts the Line, is appended hereto as **Exhibit B**. (8.5 x 11 photocopies were made, so that the photocopies could be reproduced on the Board's Web site.) The Valuation Map had some notes on it, but no deed references. Without consulting the actual deeds conveying the Line, it is not possible to ascertain what property interests were conveyed, nor is it possible to determine what portions of the Line were conveyed.

18. The Offerors visited the Hudson County Tax Assessors office, where they obtained copies of applicable tax maps, and copies of applicable tax assessment informational sheets. Since it is difficult to ascertain who owns what parcels, the Offerors requested copies of the tax assessment sheets for all of the properties within each Block that the Line traversed. The deeds referenced on each tax assessment sheet were consulted to ascertain whether Conrail had been the Grantor, or whether NJT, or any of the other buyers listed on the Valuation Maps, had been the Grantee. All applicable deeds were noted. The Offerors then visited the Hudson County Court House, where they learned the County's land records had been moved to another location in July, 2009. The Offerors then visited the newly relocated Hudson County Land Records Office, where they learned that all deeds had been scanned into the County's computer system. Unfortunately, none of the deeds can be viewed on-line. The Offerors duly made photocopies of all of the deeds that were listed in the Tax Assessors files. A copy of these deeds and tax maps, are appended hereto as **Exhibit C**.

19. From the information Offerors were able to obtain from the Tax Assessors Office, the Hudson County Land Records, and Conrail's Valuation Maps, Offerors were able to compile a sketch, which depicts the segments of the Line that were acquired by various entities. This sketch is appended hereto as **Exhibit A**.

NEW JERSEY TRANSIT – MP 2.90 TO MP 3.3

20. **NJT:** Six deeds were found wherein NJT was the Grantee.

- A. **Liber 5073, folio 14:** This Conrail quit claim deed conveyed that portion of the Line from **MP 2.90 to MP 2.99**, to NJT. The deed states the conveyance is subject to “(3) any easements or agreements of record or **otherwise affecting the Premises**, and to the state of facts which a personal inspection or accurate survey would disclose.” Offerors’ inspection of this portion of the Line revealed that the land is vacant, and that a building owned by Suydam Partners is adjacent to the Line, which building has a number of rail-doors which were used to transload the contents of box cars into the building. Offerors would opine that using this portion of the Line for freight rail purposes, would not materially interfere with NJT’s use of the property. (Presently, NJT is not using the property for any purpose.) This portion of the Line could be used to provide freight rail service to the Suydam Partners’ building.
- B. **Liber 5104, folio 220:** This deed conveyed that portion of the CRR of NJ right-of-way (“R/W”) that lies between Pine Street and Communipaw Avenue, from the Jersey City Sewerage Authority to NJT. The Sewerage Authority acquired this property from Conrail in Liber 4120, folio 135. This R/W is used for light-rail purposes. This R/W **crosses the Line at MP 2.99**.
- C. **Liber 5201, folio 72:** This deed conveyed to NJT non-line property that lies between the Line and the former CRR R/W. This parcel is identified as Block 2033, Lot 10 on Tax Map 12.03.

- D. Liber 5201, folio 76: This deed conveyed to NJT non-line property that lies between the Line and the former CRR R/W. This parcel is identified as Block 2020, Lot 9 on Tax Map 12.03.
- E. Liber 5582, folio 86. This deed conveyed non-line property that lies between Pine Street and the Line. This parcel is identified as Block 2033, Lots 3 and 13, on Tax Map 12.03.
- F. Liber 5027, folio 78: This deed conveyed that portion of the CRR R/W that lies between Bayview Avenue (near MP 3.89) and Communipaw Avenue (near MP 3.0), to NJT. This former CRR R/W is used as the R/W for the Hudson Bergen Light Rail line.
- G. Lot 5, Block 2020, and Lots 13 and 11, Block 2033, are that portion of the Line that lies between **MP 3.0 and MP 3.3** (1,500 feet of Line). The Tax Assessors informational sheets indicate that NJT owns these three parcels. The deed reference lists a date (9/15/97), but no deed reference. No deeds involving Conrail or NJT were recorded on 9/15/97. Without a copy of whatever deed may exist, the Offerors cannot determine whether NJT actually owns this portion of the Line, and if so, what property interest was conveyed, and what easements were retained. Without a survey, the Offerors cannot determine precisely where this portion of the Line is located. However, it appeared to the Offerors that a portion of the NJT Hudson Bergen Shops / yard, may be on this portion of the Line. The Offerors would opine that using a portion of the R/W (say, a 20-foot wide corridor) for freight rail service (to gain access to the Suydam Partners' building located at MP 2.90), would not materially interfere with NJT's use of their property.

RELIABLE – MP 3.3 TO MP 3.89

21. Liber 7574, folio 189: Parcel 2 of this deed conveyed that portion of the Line that lies between **MP 3.3 and MP 3.6**. Parcel 1 of this deed conveyed non-line property that lies

between the Line and the Hudson Bergen Light Rail line, which non-line property was formerly owned by Chemical Properties, Inc. The conveyance is between Caven Point Realty and Reliable Group. The 'being' clause states that on April 16, 1986, Conrail conveyed Parcel 2 to Caven Point Realty, which conveyance is recorded in Liber 3548, folio 307. The Offerors were able to ascertain the approximate location of the Line. The Line portion of the conveyance is unimproved (it is used for vehicular access and storage). The non-line portion has structures on it. Reliable's use of the Line portion would not preclude using the Line for rail purposes. (The vast majority of the Line portion was not being used for any purpose. It was just vacant land.) The Offerors would opine that Reliable's use of the Line would not materially interfere with a rail carrier's ability to provide rail service. The Offerors have not obtained a copy of Liber 3548, folio 307, so cannot ascertain whether the deed reserved unto Conrail an easement over the land.

22. Liber 7143, folio 29: Parcels 2 and 3 of this conveyance, conveyed that portion of the Line that lies between **MP 3.6 and MP 3.89**. Parcel 1 of this conveyance, conveyed non-line property that lies between the Line property and Conrail's National Docks Branch line. The deed states that it is subject to "(3) any easements or agreements of record or **otherwise affecting the Premises**, and to the state of facts which a personal inspection or accurate survey would disclose." Offerors' inspection of this portion of the Line revealed that the land is used to store semi-trailers. Such use would not materially interfere with a rail carrier's ability to provide rail service, since the semi-trailers could easily be relocated to another location. This portion of the Line can be reconnected to the National Rail System by installing a switch in Conrail's Spur Crossover, which crosses the Line at MP 4.21, then installing 1,700 feet of track between MP 4.21 and 3.89.

PDSG L.L.C. – MP 3.89 TO MP 4.21

23. Liber 8205, folio 206: In this deed Conrail conveyed to PDSG three parcels (Parcels 2, 3, and 4). These parcels lie north of Conrail's Spur Crossover, located at MP 4.21. The surveys appended to the deed indicate that the southern point of Parcel 2 is at MP 4.21, and that the parcel is approximately 200 feet long (the northern point is near MP 4.17). Parcel 3 is about 1160 feet long, the southern point being near MP 4.17, the northern point being at MP 3.99. The

survey indicates Parcel 4 lies between MP 3.99 and Caven Point Road, which is located at MP 3.6. If the notations on the Survey are correct, then Parcel 4 is the same parcel that was conveyed by Conrail to Reliable Realty, in Liber 7143, folio 29 (See ¶22 above). Compare Liber 8205, folios 218 and 219 with Liber 7143, folio 40. A point of reference that appears in both deed surveys, is the Bayview Avenue Viaduct / New Jersey Turnpike Easement.

24. The deed states that it is subject to “(3) any easements or agreements of record or **otherwise affecting the Premises**, and to the state of facts which a personal inspection or accurate survey would disclose.” Offerors’ inspection of this portion of the Line (MP 3.89 to 4.21) revealed that the land is unimproved and vacant. Consequently, the Offerors would opine that PDSG has not done anything that would materially interfere with a carrier’s ability to provide service on this portion of the Line. This portion of the Line can be reconnected to the National Rail System by installing a switch in Conrail’s Spur Crossover, which crosses the Line at MP 4.21.

PDSG L.L.C. – MP 4.21 TO MP 4.53

25. Conrail’s Valuation Map (See Exhibit B, pages 8-9 and 9-10) indicates that this portion of the Line was sold to PDSG on July 23, 2005. No deed reference could be found for this conveyance.

26. Conrail’s typical quit claim deed states that it is subject to “(3) any easements or agreements of record or **otherwise affecting the Premises**, and to the state of facts which a personal inspection or accurate survey would disclose.” Offerors inspection of this portion of the Line (MP 4.21 to 4.53) revealed that the land is unimproved and vacant. Consequently, the Offerors would opine that PDSG has not done anything that would materially interfere with a carrier’s ability to provide service on this portion of the Line. This portion of the Line can be reconnected to the National Rail System by installing a switch in Conrail’s Spur Crossover, which crosses the Line at MP 4.21.

PARCEL ‘A’ – MP 4.53 (CHAPEL) TO MP 4.9 (LINDEN)

27. The portion of the Line that lies between MP 4.53 (s/s Chapel) and MP 4.9 (n/s Linden) Conrail has denoted Parcel 'A.' The Offerors do not propose to acquire this portion of the Line.

LIBERTY STORAGE – MP 4.9 TO MP 5.17

28. Conrail's Valuation Map (See Exhibit B, pages 12-13 and 13-14), indicates the portion of the Line that lies between MP 4.9 (s/s Linden) and MP 5.17, was sold to Liberty Storage on May 12, 2005. No deed reference could be found for this conveyance. This portion of the Line is unimproved and vacant, and can be reconnected to the National Rail System by installing a switch in Conrail's National Docks Branch, which crosses the Line at MP 5.17. This portion of the Line is 120 feet wide and approximately 1,400 feet long. It could accommodate four tracks with 20-foot access roads between each track. At 20 rail cars per track, the parcel could accommodate 80 rail cars for transload purposes. Since the land has direct access to Linden, a major arterial, is flat and has no vegetation growing on it, this is the easiest parcel to build a transload facility on. *RIFFIN spoke with the owner of Liberty Storage LLC ON 8/5/09 About This Proceeding.*

PUBLIC USES – JERSEY CITY

29. On August 25, 2009, the Offerors spoke with John Curley, outside counsel for Jersey City. During that conversation, Mr. Curley indicated that Jersey City has a desire to condemn all of Liberty Storage's properties, including the Line property conveyed to Liberty Storage. Mr. Curley further indicated that the proposed condemnation taking is not imminent, and is dependent upon funds becoming available. Mr. Curley asked that Offerors remove that portion of the Line from their OFA. The Offerors responded that if Jersey City were to notify the Board that Jersey City desired the Offerors to remove that portion of the Line from their OFA, and that if Jersey City notified the Board that Jersey City supported Offerors' OFA, and that if Jersey City would stipulate that Offerors' proposed aggregates transload facility would be subject to the Board's exclusive jurisdiction pursuant to 49 U.S.C. 10501(b), and that if Jersey City would stipulate that it would grant Offerors a 10-year property tax holiday on their proposed transload facility, then Offerors would, in the interest of accommodating the desires of Jersey City, remove that portion of the Line from their OFA.

30. To date, Jersey City has not responded to Offerors counter offer. While Jersey City's condemnation plans are still somewhat speculative (and may never actually come to fruition), and while this portion of the Line would most easily accommodate Offerors' proposed transload operations, and thus has the most immediate need for continued rail service, Offerors could scale down the size of their proposed transload operations, to accommodate Jersey City's proposed plan to take all of Liberty Storage's properties by condemnation. Therefore, if Jersey City notifies the Board that it is willing to accommodate Offerors desires, then the Offerors will exclude this portion of the Line from their OFA. On the other hand, if Jersey City does not notify the Board that it is willing to accommodate Offerors desires, then Offerors will not exclude this portion of the Line from their OFA, and will respectfully ask that the Board not exempt this portion of the Line from the OFA procedures.

PUBLIC USES – NJT

31. Mr. Riffin has spoken with David Diech, NJT's Director of Contract Administration, and with Bernadette Gill, NJT's Director of Property Management. Mr. Riffin advised both about this proceeding and the Board's Show Cause Order. Mr. Riffin mailed a copy of Exhibit B (Conrail's Valuation Maps) to Ms. Gill on August 24, 2009. To date, NJT has not expressed an opinion regarding Offerors' OFA.

32. The only portion of the Line that Offerors were able to confirm that NJT owns, lies between MP 2.90 and MP 2.99. See Liber 5073, folio 14. This segment is unimproved, is vacant, and would be needed to provide rail service to the Suydam Partner's building. It also would readily accommodate Offerors' Maintenance-of-Way needs. To date, the Offerors have been unable to make contact with the Suydam Partners. The only contact information that has been found, is an address in Blue Bell, PA. The Offerors will continue to try to contact the Suydam Partners to ascertain whether they have a desire to utilize rail service via the rail doors in their building.

33. While Conrail has represented that it transferred title to NJT for that portion of the Line that lies between MP 3.0 and MP 3.3 (1,500 track feet), the Offerors have been unable to confirm

this representation. Unless and until Conrail or NJT provides documentation to substantiate this representation, it would be premature to exempt this portion of the Line from the OFA procedures. Even if NJT does have a property interest in this portion of the Line, it would be improvident to exempt this portion of the Line from the OFA procedures prior to ascertaining whether using a portion of the R/W for freight rail purposes would unduly interfere with NJT's use of the R/W. CNJ Rail represented it would not attempt to use the OFA procedures to acquire whatever portion of the Line that NJT was using for its Light Rail operations. This representation was conditional: NJT or Conrail must first document that NJT in fact has some property interest in the Line, that NJT is in fact using some portion of the Line for Light Rail Purposes, and that a narrow rail corridor over that portion of the Line would unduly interfere with NJT's Light Rail operations.

RELIABLE AND PDSG

34. On August 5, 2009, Riffin spoke with Pat Diaddonna, Reliable's Dispatcher, and offered to let Mr. Diaddonna make a copy of Conrail's Valuation Maps. On August 6, 2009, Riffin had an extended conversation with Eugene Cierkowski, Reliable's Executive Vice President. Riffin informed Mr. Cierkowski about this proceeding, including the Board's Show Cause Order, inquired whether Mr. Cierkowski knew how to access the Board's Web site, and suggested Mr. Cierkowski should consult with counsel regarding Reliable's legal rights. Mr. Cierkowski stated that he knew how to access the Board's Web site, and would discuss the matter with counsel.

35. After considerable searching, Riffin was able to obtain an address for PDSG's counsel: Connell and Foley, 2510 Plaza 5, Jersey City, NJ 07311. On August 31, 2009, Riffin mailed a copy of the Board's Show Cause Order and a copy of Conrail's Valuation Map (Exhibit B, pages 8-9 and 9-10) to Connell and Foley.

36. The Offerors have ascertained that Reliable and PDSG have a property interest in portions of the Line. The deeds of conveyance explicitly state that the conveyances were subject to "(3) any easements or agreements of record or **otherwise affecting the Premises**, and to the state of facts which a personal inspection or accurate survey would disclose." Pursuant to *State*

of Maine, Reliable's and PDSG's acquisition of portions of the Line had to be subject to a permanent easement for rail purposes, in order to be lawful. Consequently, Offerors would argue that the conveyances were subject to a permanent railroad easement pursuant to the clause, "any easements ... otherwise affecting the premises." 49 U.S.C. 10901 and *State of Maine* are public documents which all persons have at least constructive knowledge of, and thus are "of record." A survey of the property would reveal that the property was a line of railroad. Since Conrail was the Grantor, it was obvious the Grantor was a railroad. Even a marginally competent attorney should have the good sense to read 49 U.S.C. 10901, and had that been done, the attorney would have ascertained that a non-carrier can, subject to the Board's approval, legally acquire the real estate underlying a line of railroad, but such acquisition must, by law, be subject to a permanent railroad easement, until such time as the Line has been approved for abandonment. Consequently, Offerors argue Conrail's sale of portions of the Line was, by law, subject to a permanent railroad easement.

37. Since neither Reliable nor PDSG are public entities, there is no basis to support exempting from the OFA procedures, those portions of the Line that Reliable and PDSG acquired.

STROHMEYER AND RIFFIN

38. The Board wondered why Strohmeyer and Riffin submitted an OFA, rather than CNJ Rail. The answer is simple: A corporation, such as CNJ Rail, must be represented by an attorney who is authorized to render legal services to the general public. Attorneys are very expensive. By taking title in their individual capacities, Strohmeyer and Riffin may represent themselves. But are conversant with railroad law. This proceeding is likely to involve considerable litigation. Strohmeyer and Riffin would rather use their capital to build a transload facility, than make it possible for an attorney to send several of his children to Harvard.

39. Strohmeyer asked Riffin to join him for the simple reason that Riffin has the requisite resources to construct a transload facility: Riffin has several thousand feet of rail at Riffin's Baltimore railroad facility. Riffin has a large number of heavy construction pieces of equipment

(track loader, motor grader, compactors, Bob Cat, excavators, cranes, etc.) and a large number of maintenance-of-way equipment (tamper, ballast equilizers, scarifiers, cribber, Burro cranes, track undercutter, etc.). Riffin also can provide additional capital, additional marketing expertise, and additional legal help.

THE LINE IS OPERATIONALLY FEASIBLE

40. MP 2.90 to 3.0: This 500-foot portion of the Line could be used to provide rail service to the adjacent Suydam Partners rail-served building, and for storage of track material / maintenance-of-way equipment. (It is readily accessible from Communipaw Avenue.) Contrary to the Offerors previous representation, it **would not** be difficult to connect this segment to the National Rail System. A diamond, similar to the diamond that is depicted in the photograph appended hereto as **Exhibit D**, could be installed in the Light Rail track that crosses the Line at MP 3.0. (Exhibit D is a copy of a photograph depicting one of four locations where diamonds have been installed in Light Rail tracks, thereby permitting an industrial track to cross NJT's River Light Rail line at grade.)

41. MP 3.0 to MP 4.53: Near MP 4.21 is an active Conrail crossover track which connects a spur track located west of the Line to Conrail's National Docks Branch, which parallels the Line on the east side. Installation of two switches (or one switch and a diamond), would connect the segment from MP 3.0 to MP 4.53, to the National Rail System. Since Conrail's crossover track crosses the Line's right-of-way, all connections would occur within the right-of-way of the Line.

42. MP 4.53 to MP 4.90. This is Parcel A, which the Offerors are electing not to purchase.

43. MP 4.90 to MP 5.17: Conrail's National Docks Branch crosses the right-of-way of the Line at MP 5.17. Installation of a switch at MP 5.17 would connect this segment of the Line to the National Rail System.

CONCLUSION

44. The Offerors would ask that the STB **not** exempt any portion of the Line from the OFA procedures. As previously discussed, the Offerors are willing to exclude portions of the Line from their OFA, providing Jersey City and NJT are willing to accommodate the Offerors' modest requests, and further providing that NJT demonstrates that it actually owns that portion of the Line that lies between MP 3.0 and MP 3.3, and that a narrow rail corridor through that portion of the Line would unduly interfere with NJT's operation of its Light Rail facility.

45. We, Eric Strohmeyer and James Riffin, declare under penalty of perjury that the foregoing is true and correct. Further, we certify that we are qualified and authorized to file the above pleading.

Executed on: August 31, 2009

Respectfully submitted,

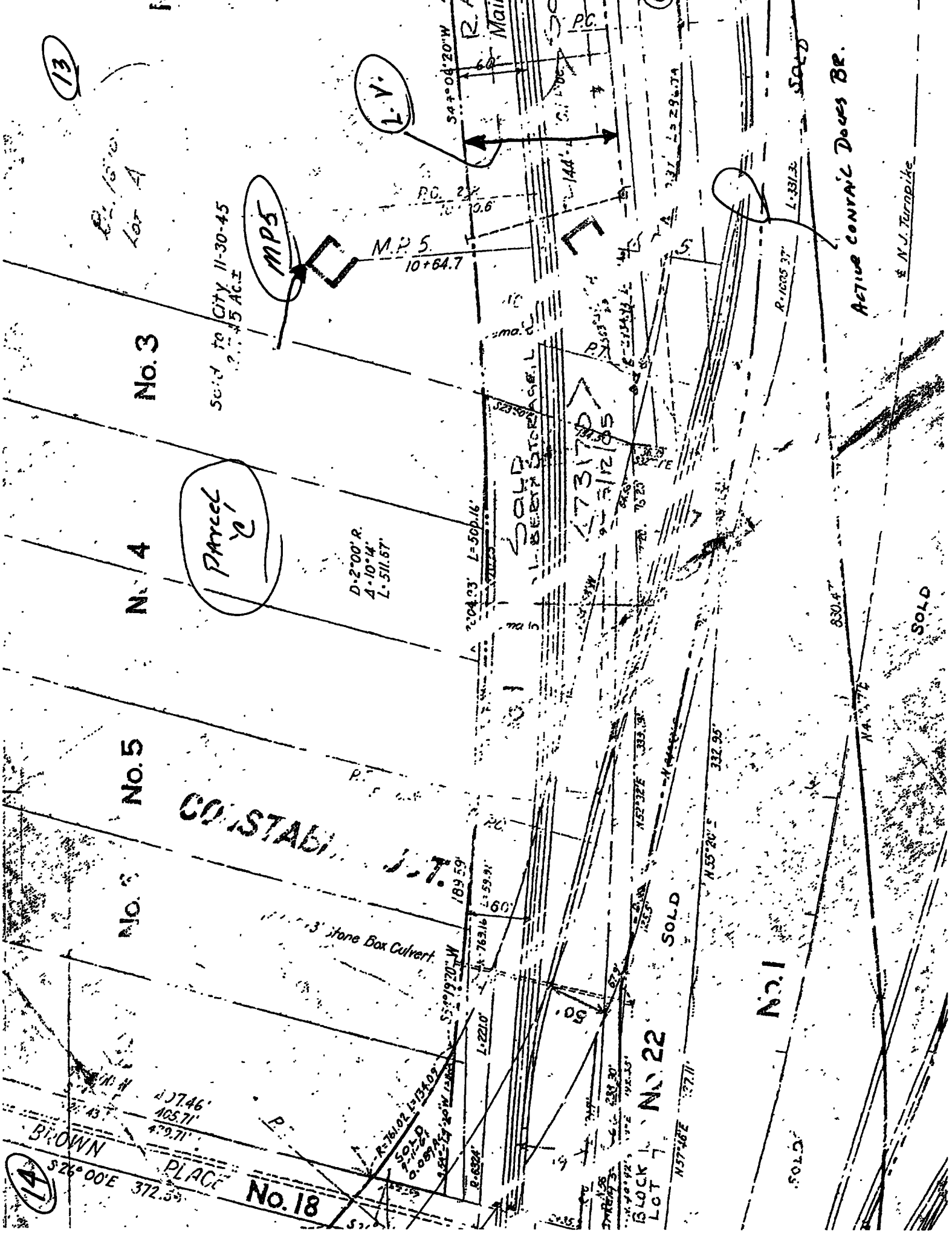

Eric S. Strohmeyer


James Riffin

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of August, 2009, a copy of the foregoing Answer to the Board's August 12, 2009 Show Cause Order was mailed via first class mail, postage prepaid, to John K. Enright, Associate General Council, Conrail, 1717 Arch Street, Philadelphia, PA 19103.


James Riffin



13

Lot 4

No. 3

Sold to City 11-30-45
2.45 AC±

MP5

MP5
10+64.7

D=2'00" R.
Δ=10°14'
L=511.67

Parcel 2

No. 4

No. 5

CO. STAB. J.T.

3' Stone Box Culvert.

14

BROWN

PLACE

No. 18

SOLD
1-BERT STORAGE

17317D
9-3/12/85

NO. 22
BLOCK 7
LOT 1

SOLD

No. 1

SOLD

830.4'

Active CONTRAIL Does BE.

N.J. Turnpike

SOLD

12
Parcel A

Match Mark M.P. 4+45(0)
17+64.7

Sold to City 11-30-45
11.472 AC.±

N 72° 41' W 409.76'

LINDEN
S 24° 41' E 416.48'

Beth. Girder Beams Br. No. 46
(Ballasted Concrete Floor)

Parcel C

No. 17

To New York

Parcel A

No. 23

Satellite
Village & Lighthouse

No. 22 S 44° 50' 30" W 2189.73'

To FRR Junction

National Docks Br.

No. 1

SOLD

AVE

Parcel B

No. 2

M.P. 5

M.P. 5
10+64.7

Main Line (Concrete)

SOLD TO B170

(OLD MORRIS CANAL)

SOLD

S. N. I. Turnpike

13
City 11-30-45
Lot A

City 11-30-45
AC.±

1-331.3

60' N. 17.47° N

12

MP 4.500 = 17+6.17

Parcel 'A'

Not

Sold to City 11-30-45
Area 11.472 AC ±

L.V.

S 44° 06' 20" W 1902.42'

109'

To Buffalo

N 46° 05' E 1264.18'
See Par. No 22. Map 5.

N 45° 18' E 494.03'
To Constable Junction

N 46° 47' E 1695.97'

Match Mark

For National Docks

Active Canine Dock BR.

36 C.I. pipe

LEH.

11

Sold to City 11-30-45
Area 11.472Ac.±

LV.

S 44° 06' 20" W 1902.42'

109

No 4

Parcel 'A'

N 51° 30' E 1790.89'

10

LEHIGH VALLEY P.R. of N.J. Main Line

W.B. Main

E.B. Main

N 44° 06' 20" E 2349.91'

36" C.I. Pipe

N 44° 45' E 1377.2'

No 10

S 44° 50' 20" W 2129.73

SOLD 12-3-63
Vincent Liebhart
3.758Ac.

For National Docks Br. see sheet 2004.

Active Conrail Docks BR.

Sold 8-14-42 2.597Ac.±

②

Active CONRAIL DOCKS BR.

SOLD TO N.Y. TURFPIKE 9-18-57 RWF N.D.

5-595-
6470

20th. A 1500 W. 0. 2

cross over

Active
Contract
Spur

✓ 730

N. 22° 18' E. 2320 ± D. N. 51° 52' E. 181

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-17-66 BY SP-1-MC#32

Sentac Deck Span Dr.

Under King

97
109

1-8-12
1-2-05

545-32'W. 488.34'

FORECLOSED IN. Rern 1968

← .01

8

DIFFERS FROM
MAP SHEET 45

PARCEL
21

73187 > -30' ± x 50' AERIAL
S21E 100' BRIDGE EASEMENT GRANTED
TO PGSD, INC. 4-30-07

1492
1505 1/2
SOLD IN REM
Jenny City
MC#32

BLOCK

SOLD <73187> Parcel 2

NO12

Steel Highway

SOLD <73187>

NO13

CROSSOVER

Active Concrete
Docks BR

7

RICHARD

NO14 LOT 3D
SOLD <73187>

NO15
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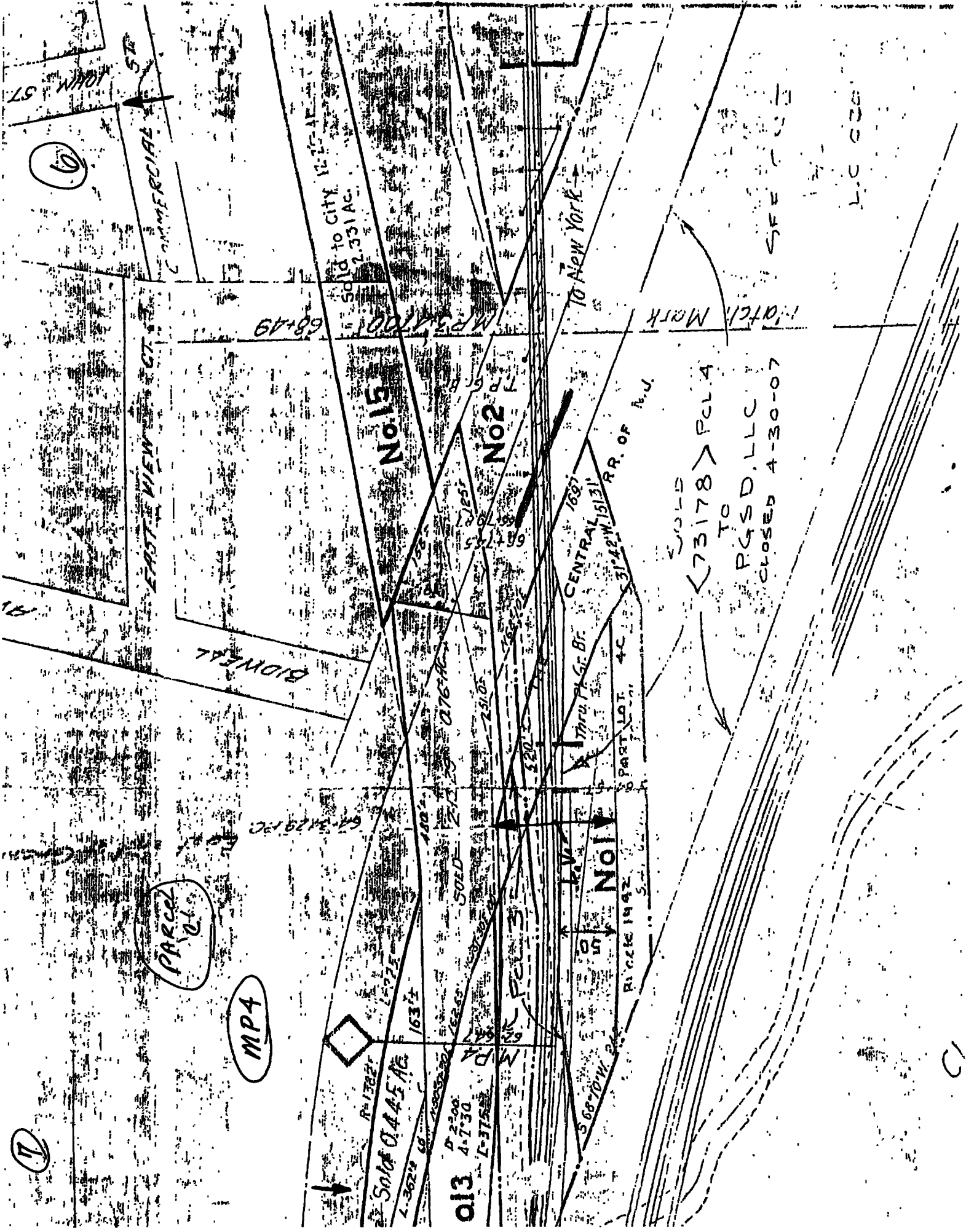
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⑦

Parcel 101

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68+49

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CENTRAL 1631

RR OF N.Y.

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Match Mark

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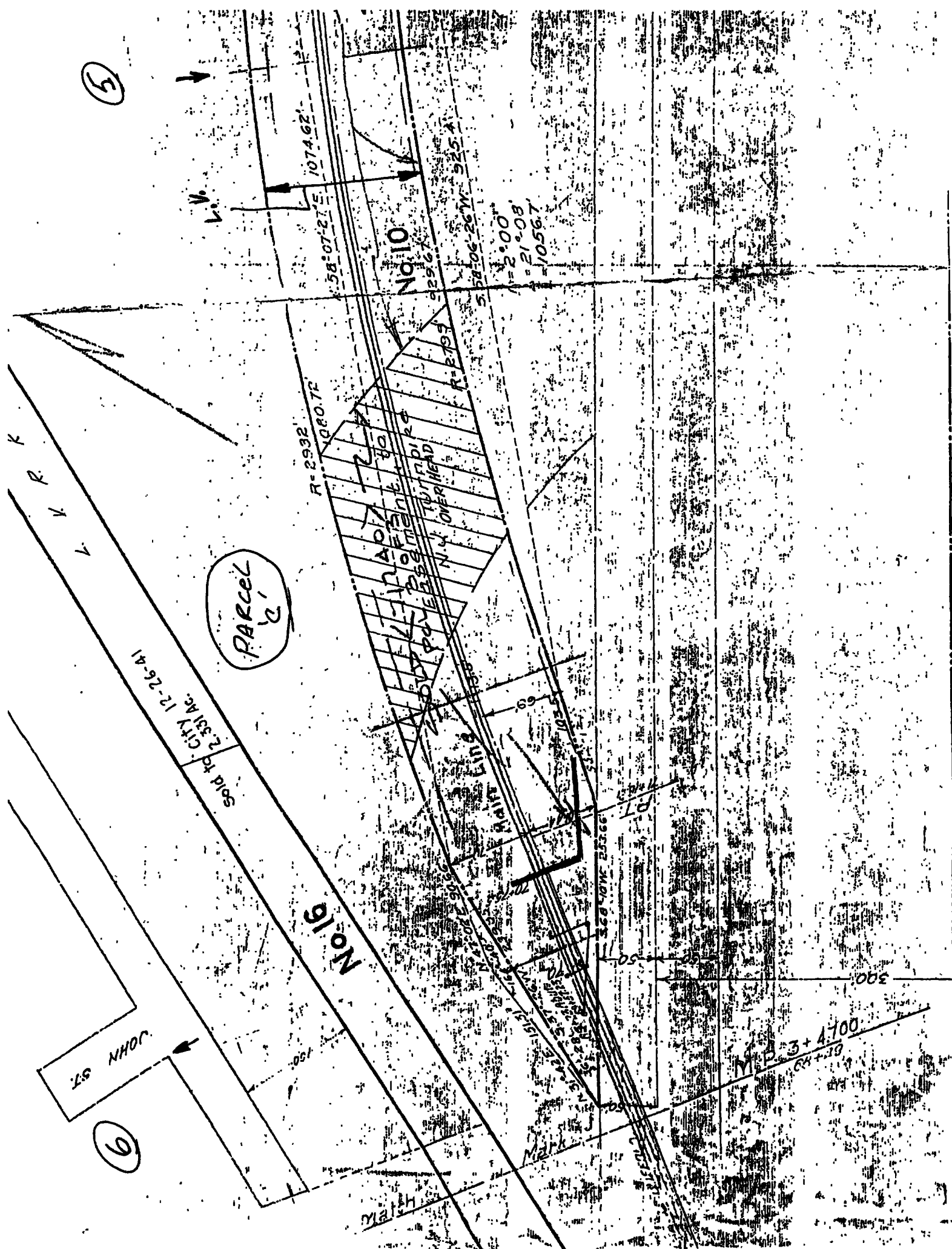
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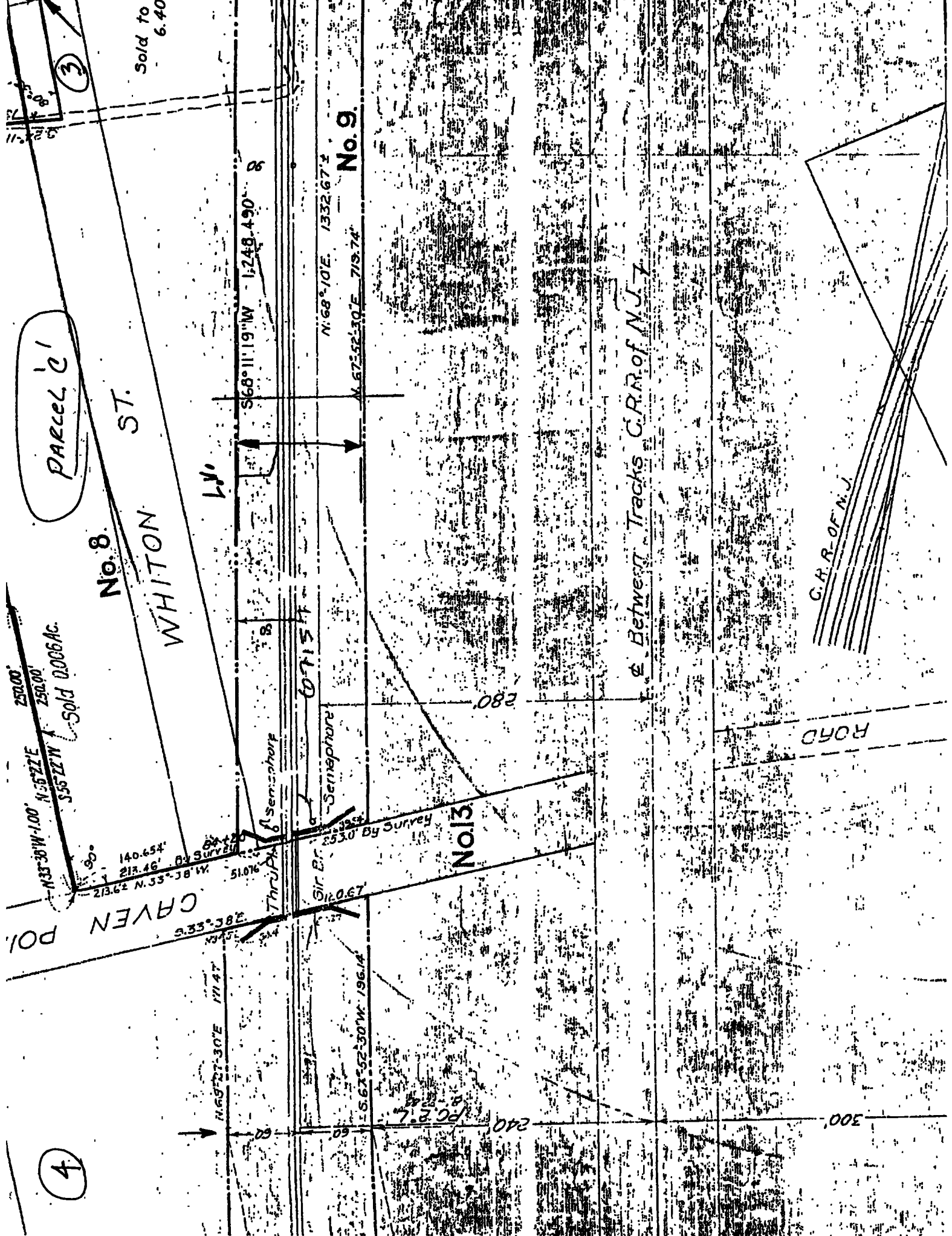
PGSD, LLC

CLOSED 4-30-07

L.C. 020

C





Sold to
6.40.

Parcel C1

No. 8
ST.
WHITON

N 33° 38' W 100' 250.00'
N 55° 22' E 250.00'
S 55° 22' W 250.00'
Sold 0.0066 Ac.

Caven Point

140.654'
213.46' 0.4 Survey
213.62 N. 53° 38' W. 51.076'

14'

S 68° 11' 19" W 1,248.490' 8

N 68° 10' E 1332.67'

No. 9

N 67° 52' 30" E 719.74'

Sensaphone

607151

Sensaphone

Sir Br 5530' By Survey

No. 13

Between Tracks C.R.R. of N.J.

ROAD

C.R.R. of N.J.

FO

2119

PARCEL C

No. 8.

d to City 12-24-42
6.4066 AC.

No. 7

568° 52' 36.5" W L
338.215'

MAIN LINE

Sold

Area

512° 15' E 224.87' By Rec
512° 58' E 228.75' By Surv

656° 56' N 67° 54' W 22.09'
656° 56' N 68° 10' E 174.182'
By Survey 168.45'

360° 10' W 158.710'
360° 10' W 158.710'

N 68° 10' E 777.62'
658.6'

67157

N 68° 10' E
139.01'

B 56° 25' 56' 783'

N 65° 49' W 102.45'

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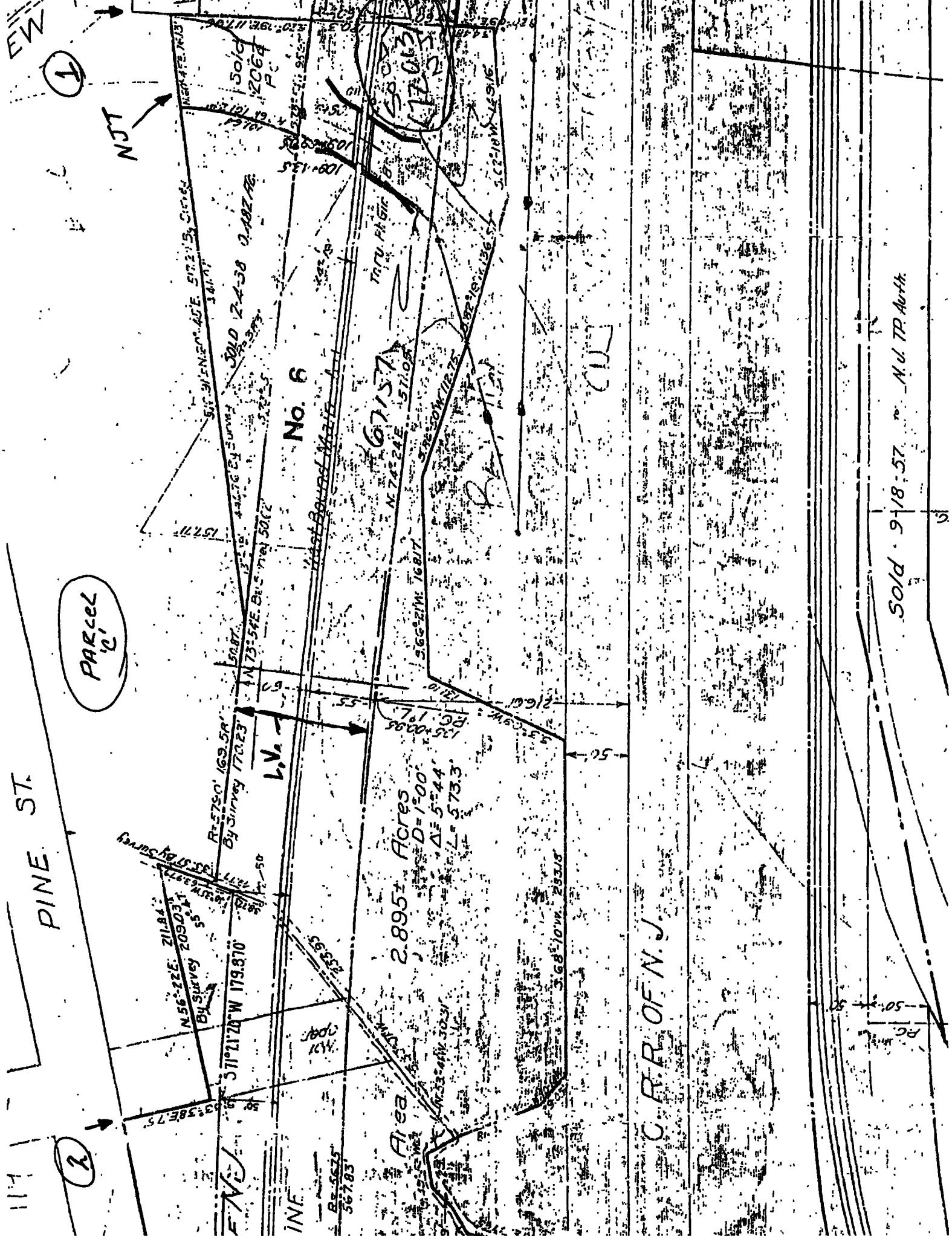
280'

PINE ST.

114

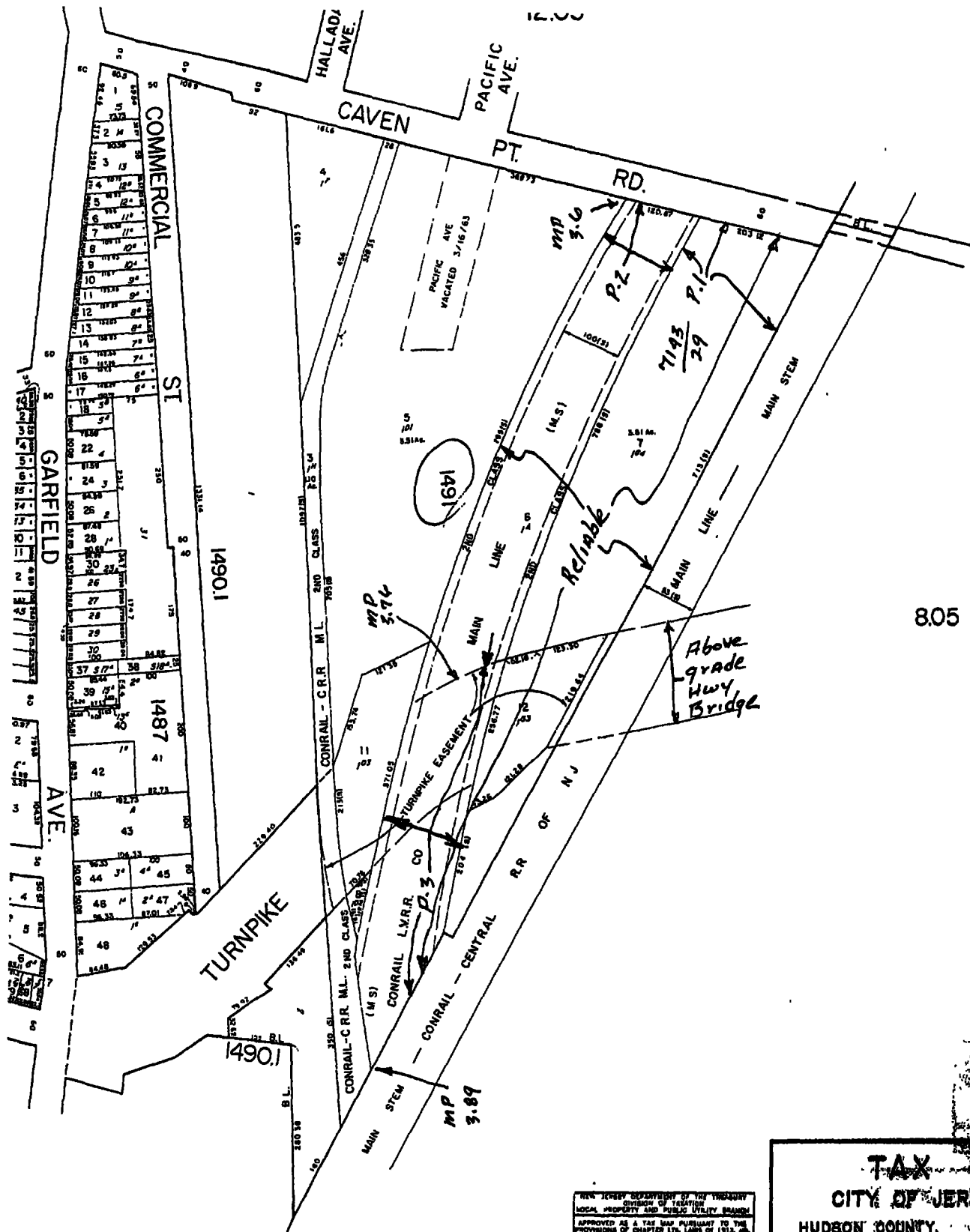
PARCEL
2

EW
NJT



SOLD 9-18-57 N. & T. P. Auth.

[illegible]



NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
LOCAL PROPERTY AND PUBLIC UTILITY TAXES
APPROVED AS A TAX MAP PURSUANT TO THE
PROVISIONS OF CHAPTER 17, LAWS OF 1975, P.L.
FOR THE DIRECTOR, DIVISION OF TAXATION
J. H. [Signature]
LIC. 7 1000 P.A. 6 L.E.
OCT 3 1977 SERIAL NO. 571

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1"=100'
PURCELL & TAYLOR, P.C.
CALDWELL, NEW JERSEY

✓1
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✓2
✓2A
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✓3C
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✓3D

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✓4a
✓4c

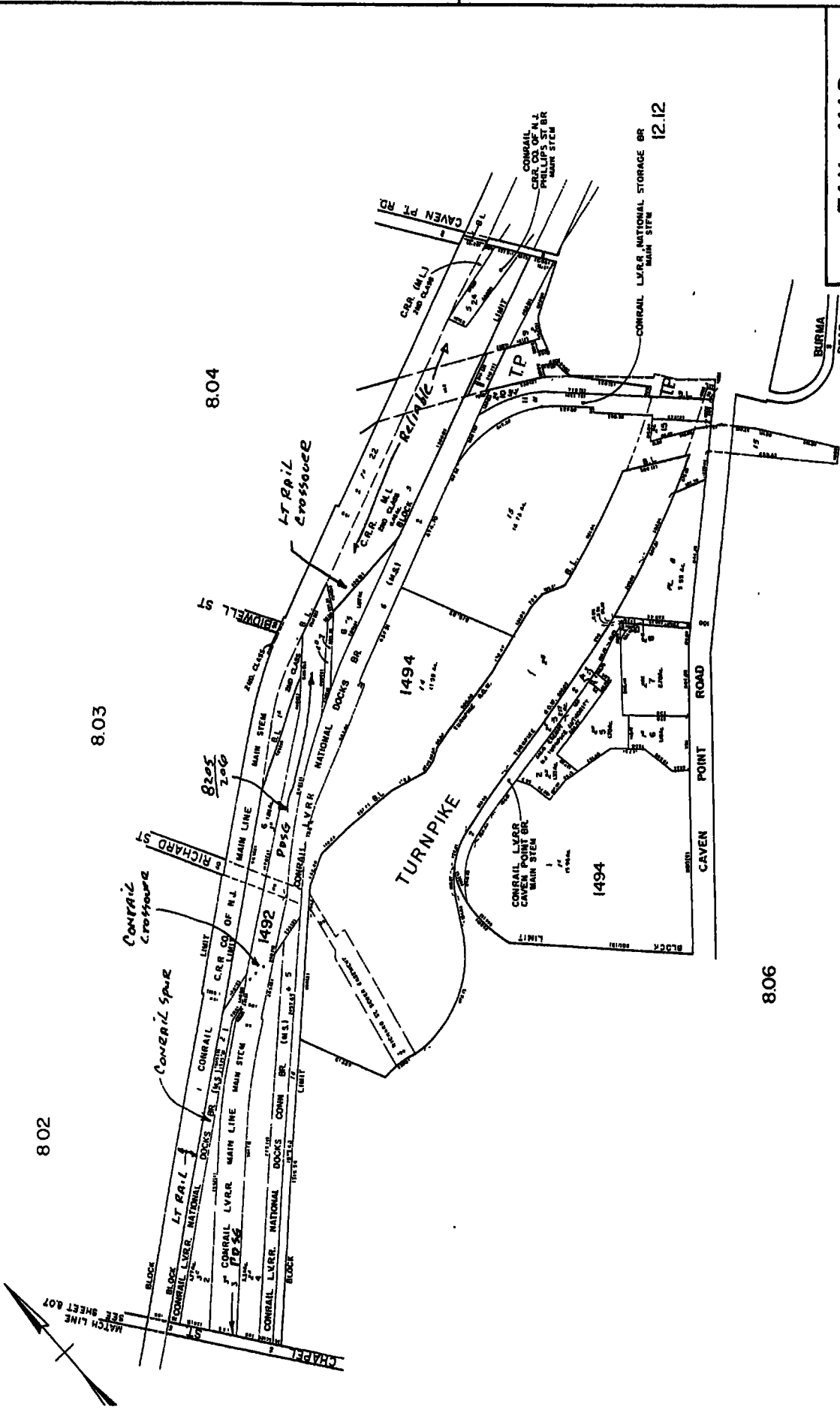
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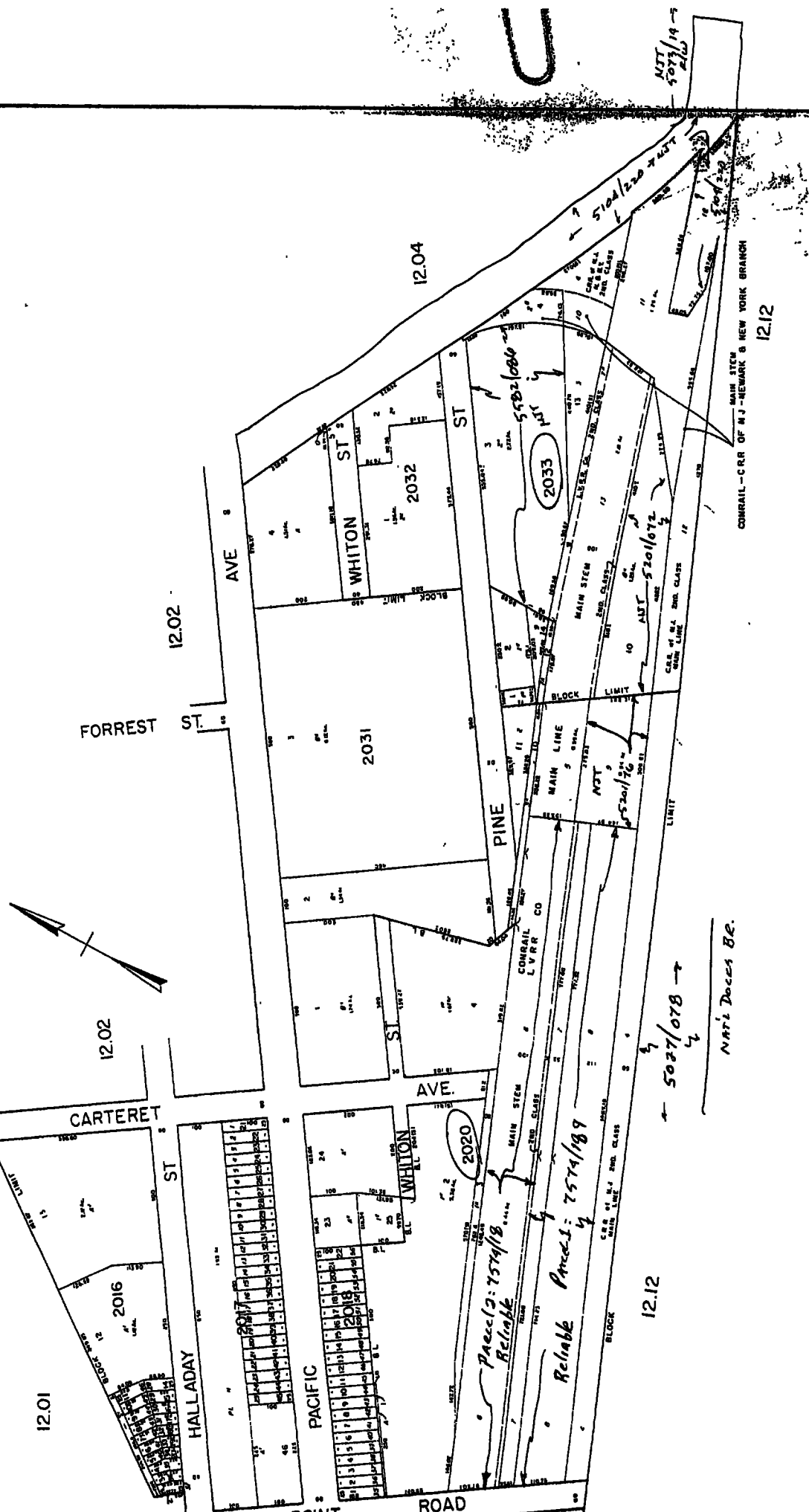
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TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 200'
MURCELL & TAYLOR, P.C.
CALDWELL, NEW JERSEY

SEE SHEET 807
MATCH LINE



TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 100'
PURCELL & TAYLOR, P.C.
CALDWELL, NEW JERSEY

APPROVED FOR THE CITY OF JERSEY CITY
BY THE CITY CLERK
DATE: 1/1/2018

12.03

CONRAIL → NJT - L.V.R.R. R/W - 50F COMMUNIPAW N&L Rail Line
515 COMMUNIPAW TO MP 2.99- 1.12 AC.

009880
RECEIVED

96 DEC -3 AM 9:33

RECORD & RETURN TO:
SUZANNE L. SILVERMAN, DAG
DIVISION OF LAW
ONE PENN PLAZA EAST
NEWARK, NJ 07105-2246

39372



QUITCLAIM DEED (NJ)

THIS DEED, made the 19th day of November, in the year of our Lord One Thousand Nine Hundred and Ninety-six (1996),

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Two Commerce Square, 2001 Market Street, Philadelphia, Pennsylvania, 19101-1419, hereinafter referred to as the Grantor, and NEW JERSEY TRANSIT CORPORATION, an instrumentality of the State of New Jersey, having a mailing address of One Penn Plaza East, Newark, NJ 07105, hereinafter referred to as the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of TWO HUNDRED SEVENTY THOUSAND DOLLARS (\$270,000.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor does by these presents, remise, release and forever quitclaim unto the said Grantee, the heirs or successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to the Premises as more particularly described on Exhibit 'A' appended hereto and made a part hereof.

This Deed is subject to the provisions of an Agreement of Sale by and between Consolidated Rail Corporation and New Jersey Transit Corporation dated November 25, 1996 governing apportionment of environmental responsibility as between Grantor and Grantee including Grantee's successors, assigns and grantees

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (3) any easements or agreements of record or otherwise affecting the Premises, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective heirs, legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of New Jersey now or hereafter in force with respect to the covenants set forth below:

(1.) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure,

TAX REFERENCE:

Block 2047, Lot 25 on
the Tax Maps for the
City of Jersey City, Hudson
County, NY

THIS INSTRUMENT PREPARED BY:

Robert J. Tracy
Robert J. Tracy, Property Manager
Consolidated Rail Corporation
510 Thomas Street, Suite 390
Edison, NJ 08837

CONSIDERATION: 1 .00 EXEMPT CODE: E
COUNTY STATE N.P.N.L.F. TOTAL
1 .00 .00 .00 .00
DATE- 12/03/1996

8K5073PG014

and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2.) Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the Premises and to any buildings or improvements now or hereafter erected thereon and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof.

(3.) Grantee hereby forever releases Grantor from any liability for any loss or damage, direct or consequential, which may be caused by or arise from the sliding, shifting or movement of any part of any adjoining embankment of Grantor, or by the drainage or seepage of water therefrom, upon or into the Premises, or upon, under, or into anything which may be erected or placed thereon.

(4.) Grantor shall not be liable or obligated to provide lateral support for the surface of the Premises, and Grantee waives all right to ask for, demand, recover or receive any relief or compensation for any damage that may be caused by the sliding, shifting, or movement of any part of the slope or embankment supporting the Premises. Grantee shall use due diligence to prevent the drainage or seepage of water, or the precipitation of snow or ice, or anything whatever, from the Premises onto, under or upon the adjoining and adjacent lands of Grantor.

(5.) In the event the tracks or land of Grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over such railroad in the vicinity of the Premises are changed so that they shall pass overhead or underneath such tracks or land, or in the event any grade crossing is vacated and closed, Grantee forever releases Grantor from all liability for any loss or damage, direct or consequential, caused by or arising from the separation or change of grades of such railroad or such streets, avenues, roads, lanes, highways, or alleys, or from the vacating and closing of any grade crossing.

(6.) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor as well at law as in equity or otherwise howsoever of, in and to the same and every part thereof, UNDER and SUBJECT and provided as aforesaid.

TO HAVE AND TO HOLD, all and singular the said Premises, together with the appurtenances, unto the Grantee, the heirs or successors and assigns of the Grantee, forever, UNDER and SUBJECT and provided as aforesaid.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed in its

name and behalf by its Director-Real Estate duly authorized hereunto and has caused its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

SEALED and
DELIVERED in the
presence of us:

CONSOLIDATED RAIL CORPORATION
By:

H. M. Hennigan

Robert W. Ryan
Robert W. Ryan,
Director-Real Estate

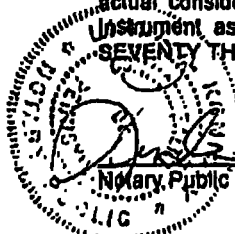
ATTEST:

H. M. Hennigan

Theresa C. Jackson
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF PHILADELPHIA)

BE IT REMEMBERED, that on this 19th day of November in the year One Thousand Nine Hundred and Ninety-six (1996), before me, the subscriber, a Notary Public for the Commonwealth and County aforesaid, personally appeared Robert W. Ryan, Director-Real Estate of CONSOLIDATED RAIL CORPORATION, the corporate Grantor named in the within instrument, who I am satisfied is the person who has signed the within instrument on behalf of said Corporation; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as such officer aforesaid; that the foregoing instrument is the voluntary act and deed of said Corporation, made by virtue of authority from its Board of Directors; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within instrument as such consideration is defined in P.L. 1968, C. 49, Sec. 1(c), is TWO HUNDRED SEVENTY THOUSAND Dollars (\$270,000.00).



Linda A. Konicky
Notary Public

NOTARIAL SEAL
LINDA A. KONICKY, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Aug. 7, 2000

CASE NO. 72028

DEED TO

NEW JERSEY TRANSIT CORPORATION

EXHIBIT "A"

Hudson County, New Jersey

Parcel 203B, Line Code 0501

MAPS referred to in the description are on file in the office of New Jersey Transit Corporation, One Penn Plaza East, Newark, New Jersey 07105-2246.

BEING a part or portion of the same premises which Robert C. Haldeman, as Trustee of the property of the Lehigh Valley Railroad Company, Debtor, by Conveyance Document LV-CRC-RP-2, dated March 29, 1978 and filed and recorded in the Office of the Secretary of State of New Jersey on October 12, 1978 and in the County of Hudson Registrar's office on February 11, 1980, granted and conveyed unto Consolidated Rail Corporation.

ALL THAT CERTAIN place or parcel of land of the Grantor, being a portion of the line of railroad known as the Lehigh Valley Main Line and identified as Line Code 0501, situate in the City of Jersey City, County of and State of New Jersey, which is bounded and described in accordance with a Plat of Survey, identified as "GATEWAY TRANSIT HUB, GATEWAY AREA PHASE 1 (COAL YARD PROPERTY), CITY OF JERSEY CITY, COUNTY OF HUDSON, PARCEL 203B, SCALE 1" = 80', prepared by Paul J. Emilius, Jr. PLS, License No. 37186, of the State of New Jersey, and described as follows:

EXHIBIT "A" CONTAINS 3 PAGES, OF WHICH THIS IS PAGE 1 OF 3.

As highlighted on attached map.

BK5073PG0117

CASE No. 72029



V1 (8201)/3
L.C. 0501

GATEWAY TRANSIT HUB
GATEWAY AREA PHASE 1
(COAL YARDS PROPERTY)
CITY OF JERSEY CITY COUNTY OF HUDSON
PARCEL 203B
SCALE: 1" = 20'

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)

ALL-STATE LEGAL
A Division of All-State International, Inc.
800-272-0510 in NJ 908-272-0800

OR
PARTIAL EXEMPTION
(c. 178, P.L. 1978)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF HUDSON ESSEX ss.

FOR RECORDER'S USE ONLY

Consideration \$

Realty Transfer Fee \$

Date 12-3-96 By [Signature]

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, SUZANNE L. SILVERMAN, Deputy Attorney General, being duly sworn according to law upon his/her oath deposes and

says that he/she is the Legal Representative of New Jersey Transit Corporation

(Name of Grantor, Donee, Legal Representative, Corporate Officer, Officer of Title Co. Lending Institution, etc.)

In a deed dated November 19, 1996, transferring real property identified as Block No. 2047

Lot No. 25 located at Jersey City, Hudson County

(Street Address, Municipality, Zip)

and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 270,000.00

(3) FULL EXEMPTION FROM FEE

Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

New Jersey Transit Corporation is a public instrumentality of the State of New Jersey (NJSA 27:25-1 et seq.)

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8)

- ☐ Grantor(s) 62 yrs. of age or over.*
☐ One or two-family residential premises

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)

- ☐ Grantor(s) legally blind.*
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- ☐ Grantor(s) permanently and totally disabled.*
☐ One or two-family residential premises.
☐ Receiving disability payments.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ Not gainfully employed.
☐ No joint owners other than spouse or other qualified exempt owners.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- ☐ Affordable According to H.U.D. Standards.
☐ Meets Income Requirements of Region.

- ☐ Reserved for Occupancy.
☐ Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9)

- ☐ Entirely new improvement.
☐ Not previously used for any purpose.
☐ Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

this 26th day of November 1996

Lucy White
LUCREZIA WHITE
A NOTARY PUBLIC
OF THE STATE
OF NEW JERSEY
MY COMMISSION
EXPIRES JULY

Suzanne L. Silverman
SOZANNE L. SILVERMAN, DAS
New Jersey Transit Corporation
One Penn Plaza East
Newark, NJ 07105-2246

CONSOLIDATED
RAIL CORPORATION

2001 Market Street
Two Commerce Square
Philadelphia, PA 19106-1416

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number 7880 County Hudson
Deed Number 17-14-76 Book 12-3-96
Deed Dated 12-3-96 Date Recorded 12-3-96

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICE



GEOD CORPORATION
PHOTOGRAMMETRIC SCIENCES - SURVEY TECHNOLOGIES

Parcel No. 203B

Beginning at a point, said point being the common corner for Lot 24C, Block 2047 and Lot 25, Block 2047 and located in the westerly right-of-way line of Communipaw Avenue (60.00 feet) as it now exists, thence along the westerly right-of-way line of Communipaw Avenue S 43° 05' 53" E, a distance of 125.56 feet to a point, thence S 60° 56' 08" W a distance of 270.31 feet to a point, thence, by a curve, curving to the right, (not tangent to the preceding line), having a radius of 941.80 feet, an arc length of 306.82 feet, a chord bearing of S 83° 36' 48" W and a chord length of 305.46 feet to a point, thence, by a line (not tangent to the preceding arc) N 60° 53' 38" E, a distance of 246.81 feet to a point, thence N 32° 05' 45" W, a distance of 23.24 feet to a point, thence, N 51° 41' 48" E, a distance of 55.09 feet to a point, thence, S 43° 18' 45" E, a distance of 45.36 feet to a point, thence, N 57° 23' 19" E, a distance of 72.65 feet to a point, thence, N 50° 46' 19" E, a distance of 79.03 feet to the point of beginning. Containing 1.121 acres, more or less. Said parcel also being Block 2047, Lot 25 in the Hudson County Tax Maps of the City of Jersey City.


1.12AC

Above described parcel being subject to all public utility easements, recorded and unrecorded, and slope easements for Communipaw Avenue.

Together with all right, title and interest that the owner may have in Communipaw Avenue, contiguous to the herein described premises;

Being the same property as shown on a map entitled "Gateway Transit Hub, Gateway Area Phase I (Coal Yards Property), City of Jersey City, County of Hudson, Parcel 203B".

Prepared by GEOD Corporation, Newfoundland, New Jersey.


Paul J. Emilius, Jr., PLS License No. 37186

par 203B

16-24 Kanouse Road, Newfoundland, N.J. 07435
(201) 697-2122 FAX: (201) 838-6433

OFFICES: New York City, New York
Wolfeboro, New Hampshire

(212) 690-7780
(603) 569-6089
Fax: (603) 569-6329

BK5073PG020

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RECEIVED

97 FEB 19 PM 12:03

Prepared by:

Suzanne L. Silverman
Suzanna L. Silverman, DAG

Barbara A. Donnelly
HUDSON COUNTY
REGISTERED DEEDS

3

A COPY OF THIS DEED
HAS BEEN SENT TO ADDRESSEE'S OFFICE

QUITCLAIM DEED

THIS DEED, made the 14th day of February, 1997,

BETWEEN, JERSEY CITY SEWERAGE AUTHORITY, a Municipal Sewerage Authority of the State of New Jersey having an office at 550 Route 440, Ft. of Culver Avenue, Jersey City, NJ 07305 (hereinafter referred to as "Grantor",

AND, NEW JERSEY TRANSIT CORPORATION, an instrumentality of the State of New Jersey, having an office at One Penn Plaza East, Newark, New Jersey 07105-2246, hereinafter referred to as "Grantee".

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Five Hundred Fifty Thousand & 00/100---(\$550,000.00)-----Dollars lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor does by these presents, absolutely and forever, grant, bargain, sell, remise, release, convey and confirm and forever quitclaim unto the said Grantee, the heirs or successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to those certain pieces or parcels of land in the City of Jersey City, County of Hudson, State of New Jersey and as more particularly described on

The properties herein being conveyed are located in the City of Jersey City, County of Hudson and State of New Jersey and are further known as Block and Lot Numbers:

BLOCK	LOT
2033	2B, 4, 8, 5
2044.3	A, B
2047	25D
2046	34, 35

Block and Lot numbers are for reference purposes only.

R&R: Suzanne L. Silverman, DAG
Division of Law
One Penn Plaza East
Newark, NJ 07105-2246

CONSIDERATION: 1

00

EXEMPT CODE: E

COUNTY	STATE	N.P.N.B.F	TOTAL
.00	.00	.00	.00
DATE: 2/19/1997			

BK5104P0220

Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Premises") together with any and all right, title, interest, privilege and enjoyment granted to Grantor's predecessors in title by charter or otherwise to cross over or under any road, alley, bridge or street adjacent to the Premises.

Being a part or portion of the same premises which the Consolidated Rail Corporation by Quit Claim Deed dated January 9, 1989, filed and recorded on March 29, 1989 in the Hudson County Clerk's Office at Book 4120, Page 135, granted and conveyed to the Jersey City Sewerage Authority.

Grantor makes no representation or promises as to ownership, size, or title, but simply conveys and transfers whatever interest the Grantor has to the Grantee herein. Furthermore, the Grantor makes no representation or promise with respect to the condition or use of the Premises. Grantee accepts title to the Premises without any representation or promises as to ownership, size, title, or condition or fitness for use.

EXCEPTING AND RESERVING all existing sewer lines, and their appurtenances, (hereinafter referred to as "Facilities") located in, on, over, under, above, across, through or beneath the surface of the Premises and the right to freely use and enjoy same subject only to the limitations set forth below; and together with the right to operate, utilize, maintain, alter, use, repair, replace, reconstruct, renew, improve, rehabilitate, enlarge, and remove said Facilities ("Grantor's Work") and the right of reasonable ingress and egress, after written notice thereof to Grantee, except in the case of emergencies (for which no notice shall be required and immediate access shall be provided), on, over, across, and through the Premises for the aforesaid purposes.

Grantor shall keep and maintain its Facilities in a satisfactory condition at its sole risk, cost and expense. Grantee shall fully cooperate in good faith with Grantor's need for access to the Facilities to perform Grantor's Work on said facilities at all times day or night including during regular

12-1 LOR

business hours including removal of tracks or appurtenances thereto, if necessary, at Grantee's sole cost and expense. Grantor shall not be responsible for any interference with, slow-down or loss of revenue necessarily caused by Grantor's need to perform Grantor's Work on any portion of the Facilities. Provided however, Grantor shall perform Grantor's Work permitted herein in a manner and at such a location so as not to unreasonably interfere with all property rights of Grantee and the Grantee's use and enjoyment of the Premises. Furthermore, Grantor shall perform Grantor's Work in a manner that will cause a minimum of interference with the operations being conducted by the Grantee upon the Premises. Grantor will coordinate Grantor's Work to be performed herein with the Grantee to accommodate the Grantee's use and enjoyment of the Premises. Furthermore, Grantor shall perform Grantor's Work in a manner and at such locations so as not to unreasonably interfere with Grantee's access to, operation, maintenance, replacement, repair, alteration, or improvement of the public transportation system located within the Premises. Any and all plans, specifications, or proposals for any additional Facilities, future relocation or modification to Grantor's Facilities shall first be approved by Grantee which approval shall not be unreasonably withheld or delayed. In the event of any work performed by the Grantor or any successors in interest or future owner of the Facilities on Grantor's Facilities, provided for in this paragraph, causes environmental harm or damage to the Premises or any surrounding properties, Grantor or any successor in interest or future owner of the Facilities shall be fully responsible for any clean-up and restoration of the Premises or any surrounding properties and compliance with any federal, state, or local environmental laws associated therewith (including compliance with the Declaration of Environmental Restriction) at its own cost and expense.

All work performed by Grantor shall be done in accordance with all Federal and State laws and Grantee's rules and regulations regarding work within an active right-of-way as amended from time

to time.

Any and all incremental increase in actual costs, or additional actual costs, if any, (including, but not limited to, personnel, equipment, materials, permits, the hiring of professionals, the performance of studies, tests, reports, and the drawings of plans) of any kind or nature expended by Grantor for work performed on Grantor's Facilities which are solely related or directly attributable to Grantee's regulations for work within an active right of way shall be paid for by the Grantee.

In connection with the above, Grantee agrees to pay the Grantor, and the Grantor agrees to accept as compensation for the above items, the then current hourly wage labor, price, or rates as paid for by the Grantor for any particular personnel, or equipment, materials, studies, tests, reports, or plans. Professional or consultant fees will be paid based on the particular consultants hourly labor rate.

In connection with the above, the payment procedure shall be as follows: an invoice will be submitted by the Grantor setting forth the total amount paid by Grantor for any item; any assigned labor, wage, or hourly rate; the number of hours worked; the tasks performed; or the cost of any materials or equipment. Grantor shall fully document any cost or expenses claimed to Grantee's reasonable satisfaction in accordance with generally accepted accounting principles. The Grantee shall reimburse the Grantor for the items aforesaid within 30 days of its receipt of the aforementioned invoices and documentation.

In the event of any dispute in connection with any expenses or documentation submitted by the Grantor to Grantee under this Deed, the parties shall attempt to reach a settlement that is mutually acceptable. Upon failure to reach a mutually acceptable settlement of any invoice, then either party is free to pursue all legal or equitable remedies available to it in the courts of New Jersey.

Grantee shall have the right to relocate the sewer lines or any other facilities at Grantee's sole cost and expense. In the event the use of the Premises by Grantee or any successors in

interest or future owners of the Premises disturbs or damages Grantor's Facilities or in the event Grantee requires a relocation or replacement of Grantor's Facilities within the Premises any and all costs including labor, materials, design, and engineering costs, environmental compliance costs, shall be paid for by Grantee. Any and all plans, specifications, or proposals for the relocation of Grantor's Facilities shall be reviewed and approved by Grantor which review and approval shall not be unreasonably withheld or delayed. Grantor shall review and approve the foregoing to insure that any relocation of Grantor's sewer lines by Grantee shall meet the following standards:

1. All relocated sewer lines shall comply with all federal, state and local statutes, rules and regulations, including any requirements or standards of the New Jersey Department of Environmental Protection;

2. All relocated sewer lines shall be the same size as the existing lines and contain substantially the same capacity as the existing lines;

3. All relocated sewer lines shall be made of equal or better material than the material contained in the existing sewer lines;

4. Off-set manholes for any relocated sewer lines are prohibited;

5. All relocated sewer lines shall be designed, constructed in accordance with good engineering practices and standards at a level customary for competent and prudent engineers performing services at the time and place where the services are being provided.

Any comments, objections, or concerns the Grantor has regarding compliance with the above standards shall be made by the Grantor within fourteen (14) days of its receipt of sewer relocation plans from the Grantee. The Grantee shall then accommodate and include Grantor's comments, objections, and concerns into its sewer relocation plan. Revised sewer relocation plans shall be

submitted by Grantee to the Grantor within fourteen (14) days of Grantor's receipt thereof. Grantor shall have five (5) days from its receipt thereof that its objection comments and concerns have been incorporated into the relocation plans and, thereafter, shall approve same.

Grantee will coordinate any Work to be performed under this section with the Grantor to accommodate Grantor's use of its Facilities and cause a minimum of interference with the Grantor's Facilities or the operations being conducted by Grantor upon the Premises. Grantee will not interrupt Grantor's use, or otherwise shut down any portion of Grantor's Facilities, without the advance written notice and approval of Grantor which approval shall not be unreasonably withheld or delayed. In the event any work performed by Grantee or any successor in interest or future owner of the Premises done under this section causes environmental harm or damage to the Premises, or Grantor's Facilities, or any surrounding properties, Grantee shall be fully responsible for any cleanup and restoration of the aforementioned lands and compliance with any federal, state, or local environmental laws (including compliance with the Declaration of Environmental Restriction) at its own cost and expense.

Each party hereby agrees to assume all risk or loss and/or damage to Property or injury to or death of persons arising out of or in connection with its entry on the Premises and use of its facility upon the Premises and/or the performance of work permitted hereunder, except to the extent such loss and/or damage to the Premises or injury to or death of persons is the result of the negligence of intentional acts of such party, any entity controlled by such party, their respective employees or agents. Each party hereby agrees to carry, with one or more insurance companies, satisfactory to the other party, property damage and liability insurance in the aggregate amount of \$5 million (or such additional amount which is commercially available in the future) covering the risks assumed by each party under this paragraph. Such policies

shall name the Grantor or Grantee as additional insureds and each party shall deliver a Certificate of Insurance evidencing same to the other party. Either party shall have the right to self-insure these risks.

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, and (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (3) covenants and restrictions imposed upon Grantor by any predecessor in title, and (4) duly recorded easements or agreements of record, affecting the Premises and to the state of facts which a personal inspection or an accurate survey would disclose and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, across and through the Premises.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor as well at law as in equity or otherwise howsoever of, in and to the same and every part thereof, UNDER and SUBJECT and provided as aforesaid.

TO HAVE AND TO HOLD, all and singular the said Premises, together with the appurtenances, unto the Grantee, the heirs or successors and assigns of the Grantee, forever, UNDER and SUBJECT and provided as aforesaid.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

The rights reserved to Grantor herein are perpetual but shall be released and vacated by Grantor, if Grantor no longer

requires the continued use of the Facilities for the purposes set forth herein.

Nothing herein shall prohibit or restrict the right of Grantor or Grantee to encumber, transfer, convey, or otherwise assign any of its rights in the Facilities or under this Deed to any other entity at any time provided such encumbrance, transfer, conveyance or assignment is subject to and subordinate to the rights reserved to the other party herein. All rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties respective successors, assigns or transferees.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals the day and year first above written duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested the day and year first written above.

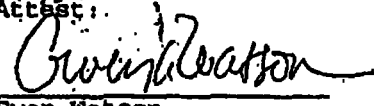
Attest:


Joseph Beckmeyer
Assistant Secretary

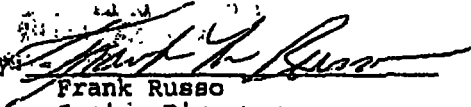
GRANTOR
JERSEY CITY SEWERAGE AUTHORITY

By: 
William Macchi
Executive Director

Attest:

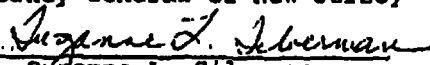

Gwen Watson
Board Secretary-
NJ Transit Corp.

GRANTEE
NEW JERSEY TRANSIT CORPORATION

By: 
Frank Russo
Senior Director-
New Rail Construction

This Deed has been approved as to form only.

Peter Verniero
Attorney General of New Jersey

By: 
Suzanne L. Silverman,
Deputy Attorney General

STATE OF NEW JERSEY)

COUNTY OF ESSEX)

SS: 1

I CERTIFY that on FEB 14 19 97, Joseph Beckmeyer, personally came before me and stated under oath to my satisfaction that:

a) this person was the subscribing witness to the signing of the attached deed;

b) this deed was signed by William Macchi, who is Executive Director of The Jersey City Sewerage Authority, the entity named in this deed and was fully authorized to and did execute this deed on its behalf; and

c) this deed was made for \$550,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5); and

d) the subscribing witness signed this proof under oath to attest to the truth of these facts.

Joseph Beckmeyer
Assistant Secretary

Signed and sworn to before me on February 14 1997.

James C. McCann
Attorney at Law of New Jersey

STATE OF NEW JERSEY)

SS:

COUNTY OF ESSEX)

I CERTIFY that on February 14, 1997, GWEN A. WATSON, personally came before me and stated under oath to my satisfaction that:

(a) this person was the subscribing witness to the signing of the attached instrument;

(b) this instrument was signed by FRANK RUSSO, who is Senior Director of New Rail Construction of New Jersey Transit Corporation, the entity named in this instrument and was fully authorized to and did execute this instrument on its behalf; and

(c) the subscribing witness signed this proof under oath to attest to the truth of these facts.

Gwen A. Watson
GWEN A. WATSON
Board Secretary
New Jersey Transit Corporation

Signed and sworn to before me on February 14 1997.

Suzanne L. Silverman
Suzanne L. Silverman
Attorney at Law
State of New Jersey

9

BK5104PG228



CORPORATION

PHOTOGRAMMETRIC SCIENCES - SURVEY TECHNOLOGIES

Parcel 200

Beginning at a point, said point being the common corner for Lot 25, Block 2047 and Lot 250, Block 2047 and located in the Westerly right-of-way line of Communipaw Avenue (80.00 feet) as it now exists, Thence along the Westerly right-of-way line of Communipaw Avenue S43° 05' 53"E, a distance of 28.55 feet to a point, Thence continuing with said right-of-way S37° 22' 32"E a distance of 18.50 feet to a point, Thence S60° 22' 18"W a distance of 739.55 feet to a point, Thence S 86° 20' 21"W a distance of 107.00 feet to a point, Thence S84° 15' 21"W a distance of 72.75 feet to a point, Thence N24° 28' 39"W a distance of 45.05 feet to a point, Thence N84° 11' 54"E a distance of 388.56 feet to a point, Thence, by a curve, curving to the right, (not tangent to the preceding line), having a radius of 1015.80 feet, an arc length of 229.81 feet, a chord bearing of N85° 42' 11"W and a chord length of 229.32 feet to a point, Thence, by a line (not tangent to the preceding arc) S84° 11' 54"W a distance of 298.27 feet to a point, Thence by a curve, curving to the left (not tangent to the preceding line), having a radius of 361.00 feet, an arc length of 304.23 feet, a chord bearing of N33° 41' 00"W and a chord length of 295.31 feet, Thence, by a line (not tangent to the preceding arc) N72° 12' 35"W a distance of 318.84 feet to a point, Thence N72° 16' 18"W a distance of 297.25 feet to a point, said point being located in the Southeastly right-of-way line of Pacific Avenue as it exists today, Thence along said right-of-way N46° 43' 08"E a distance of 118.52 feet to a point, Thence S71° 51' 35"E a distance of 523.82 feet to a point, Thence N46° 43' 08"E a distance of 11.39 feet to a point, thence S71° 51' 35"E a distance of 62.63 feet to a point, Thence N46° 43' 08"E a distance of 17.23 feet to a point, Thence, S32° 52' 00"E a distance of 37.54 feet to a point, Thence S72° 08' 39"E a distance of 216.70 feet to a point, Thence S77° 38' 48"E a distance of 85.73 feet to a point, Thence, by a curve, curving to the left (tangent to the preceding line) having a radius of 871.37 feet, an arc length of 242.32 feet, a chord bearing of S84° 47' 36"E and a chord length of 241.70 feet to a point, Thence, by a line, (not tangent to the preceding arc) S63° 29' 21"W a distance of 60.30 feet to a point, thence with a curve, curving to the left, (not tangent to the preceding line) having a radius of 941.80 feet, an arc length of 306.82 feet, a chord bearing of N83° 36' 48"E and a chord length of 305.45 feet to a point, Thence by a line (not tangent to the preceding arc) N60° 56' 08"E a distance of 270.31 feet to the point of beginning. Containing 5.009 acres, more or less. Said parcel also being Block 2044.3, Lot 2B, Lot 4, Lot A, Lot B, and Block 2033, a portion of Lot B.

Together with all right, title and interest that the owner may have in Communipaw Avenue, contiguous to the herein describe premises;

Above described parcel being subject to all public utility easements, recorded and unrecorded, and slope easements for Communipaw Avenue.

Being the same property as shown on a map entitled "Gateway Transit Hub, Gateway Area Phase I (Coal Yards Property), City of Jersey City, County of Hudson, Parcel 200.

Prepared by GEOD Corporation, Newfoundland, New Jersey.

Paul J. Emilius, Jr., PLS

License No. 37186

16-27 Fox Goose Road, Newfoundland, N.J. 07435
(201) 697-2122 FAX: (201) 638-4433

OFFICES: New York City New York
Woburn, New Hampshire

A COPY OF THIS MAP
HAS BEEN SENT TO ADJUDICATOR'S OFFICE

(212) 690-7780
(603) 589-8089
Fax: (603) 589-8328

EXHIBIT A (1 of 2)

BK5104PG229

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR
EXEMPTION
(c. 49, P.L. 1968)

ALL-STATE LEGAL, A Division of
ALL-STATE International, Inc.
908-272-0800

PARTIAL EXEMPTION
(c. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF ESSEX

SS.

FOR RECORDER'S USE ONLY
Consideration \$ 550,000.00
Realty Transfer Fee 117.50
Date 2/14/97 By [Signature]
* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side.)

Deponent WILLIAM MACCHI 49 27 being duly sworn according to law upon his/her oath
(Name)

deposes and says that he/she is the EXECUTIVE DIRECTOR of the JERSEY CITY SEWERAGE AUTHORITY, the Grantor

(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of This Co., Lending Institution, etc.)
in a deed dated February 14, 1997, transferring real property identified as Block No. 2033, 2044, 3, 2047, 2046

28, 4, 8, 5, A, B,
Lot No. 34, 35 located at in the City of Jersey City, County of Hudson, and State of New Jersey
(Street Address, Municipality, County)

and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 550,000.00.

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

This conveyance is between a Municipal Sewerage Authority of the State of New Jersey and an
instrumentality of the State of New Jersey

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

- a) SENIOR CITIZEN (See Instruction #8.)
☐ Grantor(s) 62 yrs. of age or over. ☐ Owned and occupied by grantor(s) at time of sale.
☐ One or two-family residential premises. ☐ No joint owners other than spouse or other qualified exempt owners.
- b) BLIND (See Instruction #8.)
☐ Grantor(s) legally blind. ☐ Owned and occupied by grantor(s) at time of sale.
☐ One or two-family residential premises. ☐ No joint owners other than spouse or other qualified exempt owners.
- DISABLED (See Instruction #8.)
☐ Grantor(s) permanently and totally disabled. ☐ Owned and occupied by grantor(s) at time of sale.
☐ One or two-family residential premises. ☐ Not gainfully employed.
☐ Receiving disability payments. ☐ No joint owners other than spouse or other qualified exempt owners.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

- c) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)
☐ Affordable According to HUD Standards. ☐ Reserved for Occupancy.
☐ Meets Income Requirements of Region. ☐ Subject to Resale Controls.

- d) NEW CONSTRUCTION (See Instruction #9.)
☐ Entirely new improvement. ☐ Not previously occupied.
☐ Not previously used for any purpose.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and sworn to before me
this 14th
day of February, 1997

[Signature]
WILLIAM MACCHI, EXEC. DIRECTOR
555 Rt. 440, Jersey City, NJ
Attorney of Deponent

JERSEY CITY SEWERAGE AUTHORITY

Name of Grantor (Type above line)

Address of Grantor at Time of Sale

JAMES C. MCCANN,
Attorney at Law of N.J.

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds
Instrument Number 11750 County Hudson
Deed Number 34 Book 11750 Page 1
Deed Dated 2/14/97 Date Recorded 2/19/97

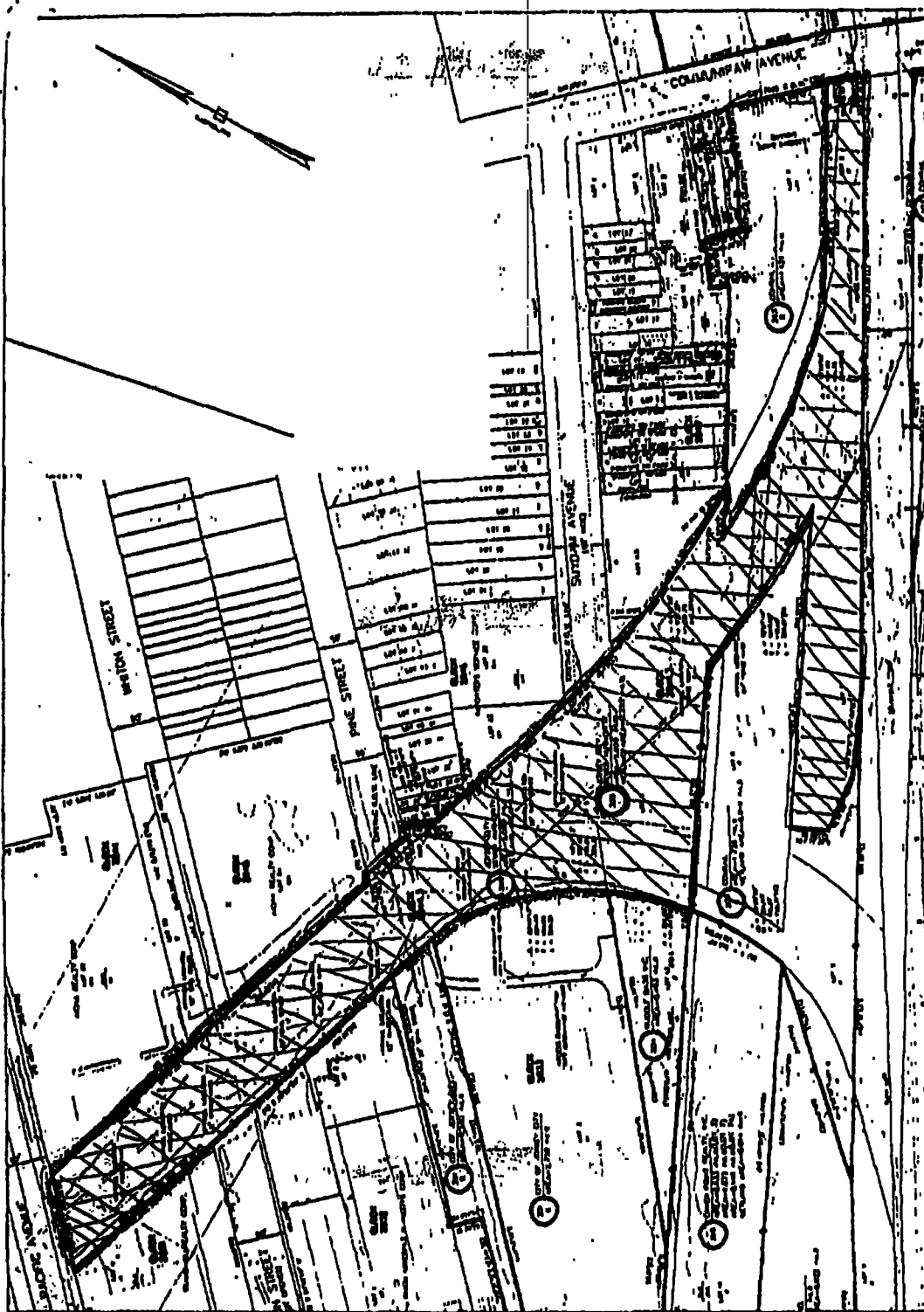
IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered without the approval of the Director.

ORIGINAL - White Copy To be retained by County.

DUPLICATE - Yellow Copy To be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16 - B.12).

TRIPPLICATE - Pink Copy is your file copy.

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICE



A COPY OF THIS MAP
HAS BEEN SENT TO ADDRESSOR'S OFFICE

GATEWAY TRANSIT HUB
GATEWAY AREA PHASE 1
(COAL YARDS PROPERTY)
CITY OF JERSEY CITY COUNTY OF HUDSON
PARCEL 200
SCALE: 1" = 150'

UNAROC

DEED

Prepared by: (Print agent's name below signature)

Patricia M. Forsyth
Patricia M. Forsyth

This Deed is made on August 14, 1997.

BETWEEN Arnon Yahel, unmarried, by and through Edna I. Robles, his attorney in fact

A COPY OF THIS DEED
HAS BEEN SENT TO ACCESSORS OFFICE *2*

whose address is DN Haneger, Moshav Haneger, Israel referred to as the Grantor,

AND New Jersey Transit Corporation, an instrumentality of the State of New Jersey

whose post office address is One Penn Plaza, Newark, New Jersey 07105-2246 referred to as the Grantee. The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of \$353,000.00. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Jersey City
Block No. 2033 Lot No. 8A Account No. n/a

☐ No property tax identification number is available on the date of this Deed. (Check box if applicable)

Property. The property consists of the land and all the buildings and structures on the land in the City of Jersey City, County of Hudson and State of New Jersey. The legal description is:

Beginning at a point, said point being the common corner for Lot 8, Block 2033, Lot 8A, Block 2033, Lot 4C, Block 2020, and Lot 4, Block 2020, Thence N 42° 50' 03" W, a distance of 142.31 feet to a point, thence, by a curve, curving to the right (not tangent to the preceding line) having a radius of 5674.65 feet, an arc length of 319.81 feet, a chord bearing of N 62° 35' 01" E, and a chord length of 319.76 feet to a point, thence by a line, (tangent to the preceding arc) N 64° 11' 54" E, a distance of 410.39 feet to a point, thence, S 42° 30' 35" W, a distance of 274.99 feet to a point, thence, S 58° 27' 54" W, a distance of 435.00 feet to the point of beginning. Together with an easement providing access to Caven Point Road. Containing 1.575 acres more or less. Subject to a 50' below ground fuel storage easement located in the southerly corner of the premises. Subject to all public easements recorded and unrecorded affecting the herein described premises. Being the same property shown on a map entitled "Gateway Transit Hub, Gateway Area One, (Coal Yards Property) City of Jersey City, County of Hudson, Parcel 202". Said property is further described on attached Schedule A annexed hereto.

Being the same premises conveyed to the Grantor herein by deed from Aldale, L.L. C., a New Jersey limited liability company, dated July 21, 1994 and recorded in the Office of the Register of Hudson County in Deed Book 4801, at Page 290 et seq.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date and year first above written.

Witnessed by:

ARNON YAHIEL

Juanita Morell
Juanita Morell

BY: Edna I Robles, attorney in fact for
Arnon Yahel

ARNON YAHIEL BY HIS ATTORNEY
IN FACT

Witnessed by:

Juanita Morell
Juanita Morell

Edna I. Robles

DK5201PG072

97OCT 24 AM 9:24

Barbara J. Donnelly
HUDSON COUNTY
REGISTER OF DEEDS

009291

RECEIVED

SCHEDULE "A"

A COPY OF THIS DEED
HAS BEEN SENT TO ADJUDICATING OFFICE

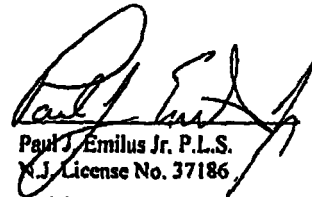
Commencing at a point having coordinates of North 681609.31 East 611215.48 in the New Jersey State Plane Coordinate System (NAD83), said point being in the easterly line of Caven Point Road (60' wide), at a point being 100.00' west and parallel to the filed center line of the main line of the Central Railroad of New Jersey, filed April 27th 1863, running Thence from said point N58°27'54"E 1745.46' to the Point Of Beginning; Thence

- 1) N 58°27'54"E 435.00' along the easterly line of Lot 10 to a corner common to Lots 8, 9 & 10; Thence
- 2) N 42°30'35"E 274.99' along the common line between Lot 10 and 8 to a point being in the easterly line of Lot 11; Thence
- 3) S64°11'54"W 410.39' along the common line between Lot 10 and 11 to a point of curvature in the same; Thence
- 4) Along the same on a curve to the left having a radius of 5674.65' an arc length of 319.81' to a point at the intersection of Lots 9, 10 in Block 2033 and Lots 5 and 11 in Block 2020; Thence
- 5) Along the common line between Lot 9 and 10 on a course not tangent to previous curve, S42°30'03"E 142.31' to the Point Of Beginning.

CONTAINING 1.575 AC MORE OR LESS

LOT NUMBERS REFER TO THE N.J. STATE DESIGNATIONS, BEARINGS REFER TO N.J.S.P.C.S. (NAD83)

THIS DESCRIPTION HAS BEEN PREPARED IN ACCORDANCE WITH A SURVEY BY GEOD CORPORATION


Paul J. Emilus Jr. P.L.S.
N.J. License No. 37186

	<p>PARCEL AREA: 1.575 BASEMENTS: 2432 SF</p> <p>AREA OF TAKING: 1.575</p> <p>REMAINING PARCEL AREA: 0.00 AC</p>
<p>NJ TRANSIT</p>	<p>PROPERTY PARCEL MAP</p>
<p>HUDSON-BERGEN LIGHT RAIL TRANSIT SYSTEM</p>	<p>PARCEL No. 202 DATE: July 17 1997</p> <p>OWNER: ARNON YAHIEL</p> <p>BLOCK No.: 2033, NJ State LOT No.: 10a/k/a BA</p> <p>CITY OF JERSEY CITY HUDSON CO., N.J.</p>

BK 5201 PG 073

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR
EXEMPTION
(c. 49, P.L. 1968)
or
PARTIAL EXEMPTION
(c. 176, P.L. 1976)

ALL-STATE LEGAL, A Division of
ALL-STATE International, Inc.
908-272-0800

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF HUDSON

SS.

FOR RECORDER'S USE ONLY	
Consideration \$	
Realty Transfer Fee \$	
Date	By

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side.)

Deponent William J. Ward, being duly sworn according to law upon his/her oath

(Name)

deposes and says that he/she is the Attorney for Arnon Yahel

(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

In a deed dated September 14, 1997, transferring real property identified as Block No. 2033

Lot No. 8A located at Caven Point Road, Jersey City, NJ, Hudson County

(Street Address, Municipality, County)

and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

7 (b), Grantee is New Jersey Transit Corp., an instrumentality
of State of New Jersey

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P. L. 1976 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8.)

- ☐ Grantor(s) 62 yrs. of age or over.
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8.)

- ☐ Grantor(s) legally blind.
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8.)

- ☐ Grantor(s) permanently and totally disabled.
☐ One- or two-family residential premises.
☐ Receiving disability payments.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ Not gainfully employed.
☐ No joint owners other than spouse or other qualified exempt owners.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)

- ☐ Affordable According to HUD Standards.
☐ Meets Income Requirements of Region.

- ☐ Reserved for Occupancy.
☐ Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9.)

- ☐ Entirely new improvement.
☐ Not previously used for any purpose.

- ☐ Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and sworn to before me
this 15th day of October, 1997.

Christanne C. Ruela
Christanne C. Ruela
A Notary Public of New Jersey
My Commission Expires Oct. 6, 1999

Name of Deponent (type above line)

William J. Ward

Waters, McPherson, McNell, P.C.

Address of Deponent

300 Lighting Way, Secaucus,
New Jersey 07096

Name of Grantee (type above line)

New Jersey Transit Corp.

One Penn Plaza

Address of Grantee at Time of Sale

Newark, New Jersey 07105-2246

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This format is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered without the approval of the Director.

ORIGINAL - White copy to be retained by County.

DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16 - 1.12).

TRIPPLICATE - Pink copy is your file copy.

BK5201PG074

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

STATE OF NEW YORK, COUNTY OF Queens SS:
I CERTIFY that on ~~July~~ Sept 19, 1997,

Edna I. Robles, attorney in fact for Arnon Yahel personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached deed;
- (b) executed this deed as his or her own act; and
- (c) made this Deed for \$353,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)


(Print name and the title below signature)

Juanita Morell
Notary Public, State of New York
No. 41-5002730
Qualified in Queens County
Certified in Queens County
Commission Expires Oct. 5, 1998

DEED		Dated: SEPTEMBER/9, 1997
Arnon Yahel		Record and return to:
Grantor(s),		STATE OF NEW JERSEY
		DIVISION OF LAW
		ONE PENN PLAZA EAST
		NEWARK, NJ 07105-2256
TO		ATTN: SUZANNE L. SILVERMAN,
		ESQ.
New Jersey Transit Corporation		

CHARGE

DEED

Sept. 3,

This Deed is made on August 1, 1997.

Prepared by: (Print signor's name below signature)

Patricia M. Farvth

Patricia M. Farvth

97 OCT 21 AM 9:26

RECEIVED
HUDSON COUNTY
REGISTER OF DEEDS

009292
RECEIVED

mtg 12.03
Block 2020
Lot #9

Exemption Codes: S
County: 0.00
State: 0.00
N.P.N.R.F.: 0.00
Total: 0.00
Date: 10/24/1997

Gail Weinreb

BK 5201 PG 076

BETWEEN Seldale, L.L.C., a New Jersey limited liability company whose post office address is c/o Hanocho Weisman, A Professional Corporation, A Becker Farm Road, Roseland, NJ 07068-3788 AND Arnon Yabel, unmarried, by and through Edna I. Robles, his attorney in fact

A COPY OF THIS DEED
HAS BEEN SENT TO ADDRESSING OFFICE

whose address is DN Haneger, Moshav Haneger, Israel collectively referred to as the Grantors,

AND New Jersey Transit Corporation, an instrumentality of the State of New Jersey

whose post office address is One Penn Plaza, Newark, New Jersey 07105-2246 referred to as the Grantee. The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of \$212,000.00. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Jersey City
Block No. 2020 Lot No. 4c & Part of 4b & 4d Account No. n/a

☐ No property tax identification number is available on the date of this Deed. (Check box if applicable).

Property. The property consists of the land and all the buildings and structures on the land in the City of Jersey City, County of Hudson and State of New Jersey. The legal description is:

Beginning at a point located in the northwesterly property line of Lot 4, Block 2020, and being located S 58° 27' 54" W, a distance of 25.00 feet from the Common Corner for Lot 4C, Block 2020 and Lot 4D, Block 2020, thence N 31° 32' 06" W, a distance of 144.97 feet to a point, thence N 58° 27' 54" E, a distance of 25.00 feet to a point, thence, by a curve, curving to the right (tangent to the preceding line), having a radius 5674.65 feet, an arc length of 248.03 feet, a chord bearing of N 59° 43' 01" E, and a chord length of 248.01 feet to a point, thence, by a line (not tangent to the preceding arc) S 42° 50' 03" E, a distance of 142.31 feet to a point, thence, S 58° 27' 54" W, a distance of 300.82 feet to the point of beginning. Containing 41,077 square feet pr 0.943 acres, more or less. Said parcel also being Block 2020, Lot 4C, and a portion of Block 2020, Lot 4D and 4B in the Hudson County Tax Maps of the City of Jersey City. Together with easements providing access to Caven Point Road. Subject to all public utility easements, recorded and unrecorded affecting the herein described premises. Being the same property shown on a map entitled "Gateway Transit Hub, Gateway Area Phase 1 (Coals Yards Property), City of Jersey City, County of Hudson, Parcel 207." Said property is further described on attached Schedule A annexed hereto.

Being the same premises conveyed to the Grantors herein by deed from Aldale, L.L.C., a New Jersey limited liability company, dated July 21, 1994 and recorded in the Office of the Register of Hudson County in Deed Book 4801, at Page 331 et seq. AND by deed from Sam Weisreb, dated July 21, 1994 and recorded in the Office of Register of Hudson County in Deed Book 4801, at Page 335 et seq.

Premises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date and year first above written.

Witnessed by: SELDALE L.L.C.

Gail Weinreb
Anyone can witness

print in name of witness

Witnessed by:

Selma Weinreb
(Seal)

BY: SELMA WEINREB,
MEMBER OF SELDALE L.L.C.

ARNON YABEL

Edna I. Robles
(Seal)

BY: Edna I. Robles, his attorney in fact

Witnessed by:

Juanita Morell
Juanita Morell

ARNON YABEL by his Attorney in fact

EDNA I. ROBLES

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR
EXEMPTION
(c. 40, P.L. 1968)

ALL-STATE LEGAL, A Division of
ALL-STATE International, Inc.
908-278-0800

PARTIAL EXEMPTION
(c. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to c. 40, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 40:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF HUDSON

SS.

FOR RECORDER'S USE ONLY

Consideration \$
Realty Transfer Fee \$
Date 10-24-87 By

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 6 on reverse side.)

Deponent William J. Ward, being duly sworn according to law upon his/her oath

deposes and says that he/she is the Attorney for Seldale, L.L.C. and Arnon Yahel

(Make whether Grantor, Grantee, Lender, Beneficiary, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

In a deed dated September 3, 1997, transferring real property identified as Block No. 2020

Lot No. 4C and Part of 4D located at Caven Point Road, Jersey City, NJ, Hudson County

(Street Address, Municipality, County)

and annexed hereto

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire consideration paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.40, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

1 (b), Grantee is New Jersey Transit Corp., an instrumentality

of State of New Jersey

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P. L. 1975 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8.)

☐ Grantor(s) 62 yrs. of age or over.

☐ One or two-family residential premises.

☐ Owned and occupied by grantor(s) at time of sale.

☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8.)

☐ Grantor(s) legally blind.

☐ One or two-family residential premises.

☐ Owned and occupied by grantor(s) at time of sale.

☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8.)

☐ Grantor(s) permanently and totally disabled.

☐ One or two-family residential premises.

☐ Receiving disability payments.

☐ Owned and occupied by grantor(s) at time of sale.

☐ Not gainfully employed.

☐ No joint owners other than spouse or other qualified exempt owners.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)

☐ Affordable According to HUD Standards.

☐ Meets Income Requirements of Region.

☐ Reserved for Occupancy.

☐ Subject to Rental Controls.

d) NEW CONSTRUCTION (See Instruction #9.)

☐ Entirely new improvement.

☐ Not previously used for any purpose.

☐ Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 40, P.L. 1968.

Subscribed and sworn to before me

this 10th day of September, 1997

at Jersey City, New Jersey

Notary Public for New Jersey

My Commission Expires Oct. 6, 1999

Name of Deponent (Type above line)

William J. Ward

Waters, McPherson, McNeill, P.C.

Address of Deponent

300 Lighting Way, Secaucus,

New Jersey 07098

New Jersey Transit Corp.

Name of Grantor (Type above line)

One Penn Plaza

Address of Grantor at Time of Sale

Newark, New Jersey 07105-2740

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number 009292 County Hudson

Deed Number _____ Book _____ Page _____

Deed Dated 9-3-97 Date Recorded 10-24-87

IMPORTANT: BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.

This format is prescribed by the Director, Division of Taxation in the Department of the Treasury as required by law, and may not be altered without the approval of the Director.

ORIGINAL: White copy to be retained by County.

DUPLICATE: Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:10 - 8.12).

TRIPPLICATE: Pink copy to your file copy.

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

SCHEDULE A

A COPY OF THIS DEED
WAS SENT TO THE COUNTY CLERK'S OFFICE

Commencing at a point having coordinates of North 681609.31 East 611215.48 in the New Jersey State Plane Coordinate System (NAD83), said point being in the easterly line of Caven Point Road (60' wide), at a point being 100.00' west and parallel to the filed center line of the main line of the Central Railroad of New Jersey, filed April 27th 1863 running thence from said point N58°27'54"E 1444.64' to the Point Of Beginning. Thence,

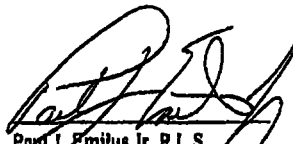
- 1) N31°32'06"W 144.97' along the common line between Lot 9 and Lot 7 to a point in the easterly line of Lot 5; Thence
- 2) N58°27'54"E 25.00' along the common line between Lot 5 and Lot 9 to a point of curvature in same; Thence
- 3) Along the same on a curve to the right having a radius of 5674.65' an arc length of 248.03' to a point in same being the common corner of Lot 10 and Lot 9; Thence
- 4) Along a course not tangent to previous curve, S42°50'03"E 142.31' along the common line between Lot 9 and Lot 10 to a point being 100.00' west and parallel to filed center line of the main line of the Central Railroad of New Jersey, filed April 27th 1863; Thence
- 5) S58°27'54"W 300.82' along the easterly line of lot 9 to the Point Of Beginning.


CONTAINING 0.943 AC

LOT NUMBERS REFER TO THE N.J. STATE DESIGNATIONS, BEARINGS REFER TO N.J.S.P.C.S. (NAD83)

THIS DESCRIPTION HAS BEEN PREPARED IN ACCORDANCE WITH A SURVEY BY GEOD CORPORATION

MAP 12.03
Block 2020 Lot #9


Paul J. Emilus Jr. P.L.S.
N.J. License No. 37186

	<p>PARCEL AREA: 0.943 AC BASEMENTS 9435 SF</p> <p>AREA OF TAKING: 0.943 AC</p> <p>REMAINING PARCEL AREA: 0.00 AC.</p>
	<p>PROPERTY PARCEL MAP</p> <p>PARCEL No. 207 DATE: July 17 1997</p> <p>OWNER: ARNON YAHIEL & SECALE L.L.C.</p> <p>BLOCK No.: 2020, NJ State LOT No.: 9 a/k/a 4C & * portions of Lot 4B & 4D</p> <p>CITY OF JERSEY CITY HUDSON CO., N.J.</p>

HUDSON-BERGEN
LIGHT RAIL TRANSIT SYSTEM

BK 5201 PG 078

STATE OF NEW YORK, COUNTY OF Queens SS:

I CERTIFY that on August 1997,
Sept 3, 1997

Edna I. Robles, attorney in fact for Arnon Yahel personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached deed;
- (b) executed this deed as his or her own act; and
- (c) made this Deed for \$212,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Juanita Morell
(Print name and the title below signature)
Juanita Morell
Notary

Juanita Morell
Notary Public, State of New York
No. 41-6002730
Qualified in Queens County
Certified in Queens County
Commission Expires Oct. 6, 1998

York
STATE OF NEW JERSEY, COUNTY OF Queens SS:
CERTIFY that on August 22 1997, Selma Weinreb

personally came before me and this person came before me and stated to my satisfaction that this person:

- (a) this person is a member of Seldale L.L.C. and authorized to sign and deliver this document on behalf of Seldale L.L.C;
- (b) this person knows the proper seal of Seldale L.L.C. which was affixed to this document;
- (c) this person signed this proof to attest to the truth of these facts.
- (d) the full and actual consideration paid or to be paid for transfer of title is \$212,000 (such consideration is defined in N.J.S.A. 46:15-5).

Selma Weinreb
(Print name and the title below signature)
Selma Weinreb
SELMA WEINREB, MEMBER

Sworn to and subscribed before me
this 22 day of August, 1997.

Stuart Kutchen
NOTARY PUBLIC
Notary Public, State of New York
No. 4819433
Qualified in Nassau County
Commission Expires Sept. 30, 1998

notary to sign
all with notary seal

DEED

Dated: Sept 3
August, 1997

Arnon Yahel and Seldale L.L.C.

Record and return to:

Grantors,

TO

New Jersey Transit Corporation

STATE OF NEW JERSEY
DIVISION OF LAW
ONE PENN PLAZA EAST
NEWARK, NJ 07105-2256

ATTN: SUZANNE L. SILVERMAN, ESQ.

BK 520 | PG 079

002228

00 MAR -7 PM 2:18

13-17

RECEIVED
AND
RECORDEDPrepared by James J. Moriano
FEBRUARY 13, 2000, 1:50.**DEED****CHARGE**This Deed is made on FEBRUARY 29, 2000,

BETWEEN EDEN WOOD REALTY COMPANY, a Division of Neu Holding Corp., with offices at 47 Parsippany Road, Whippany, New Jersey 07981, referred to as the Grantor,

AND NEW JERSEY TRANSIT CORPORATION, with offices at One Penn Plaza East, Newark, New Jersey 07105-2246, referred to as the Grantee, an instrumentality of the State of New Jersey.

The word "Grantee" shall mean all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of FOUR HUNDRED FIFTY-TWO THOUSAND DOLLARS (\$452,000.00).

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Jersey City, Block No. 2033, Lot No. 2.11, a/k/a 2A. Account No.

No property tax identification number is available on the date of this deed. (Check box if applicable).

Property. The property consists of the land and all the buildings and structures on the land in the City of Jersey City, County of Hudson and State of New Jersey. The legal description is:

See attached Description.

Being the same premises conveyed to Eden Wood Realty Company, a Division of Neu Holding Corp., by Deed from the City of Jersey City, dated December 12, 1996, and recorded March 13, 1997 in the Hudson County Registrar's Office in Deed Book 5115, Page 117.

Promises by Grantor. The Grantor promises that Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against Grantor).

Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

ATTEST:

4 EDEN WOOD REALTY COMPANY, a
Division of Neu Holding Corp.

Alan R. Schneider
ALAN R. SCHNEIDER,
Secretary/Treasurer

Amy Neu
AMY NEU Vice President

Consideration: \$ 0.00 Exempt Code: E

County	State	N.P.M.R.F.	Total
0.00	0.00	0.00	0.00
fee2	Date: 03/07/2000		

BK5582PG086

SCHEDULE A
NUMBER 4
(CONTINUED)

DESCRIPTION

All that certain tract, lot and parcel of land lying and being in JERSEY CITY Hudson County and State of New Jersey being more particularly described as follows:

BEGINNING at an iron rail monument in the center of Suydam Avenue so called in the boundary line between lands formerly of the Passaic Zinc Company and the Central Railroad Company of New Jersey distant three hundred and twenty two feet and twenty four hundredths of a foot northerly at right angles from the first centre line of the main line of the railroad of the Central Railroad Company of New Jersey, filed April 27th 1863, said beginning point being identical with the beginning point described in a deed from the Passaic Zinc Company to Robert H. Sayre, dated December 14, 1895 and with the beginning point of Tract B, in a deed from Robert H. Sayre and wife to the Central Railroad Company of New Jersey dated February 7th 1896 thence (1) along the division line between lands formerly of the Passaic Zinc Company and said Railroad Company and division lines between lands formerly of the Passaic Zinc Company and now or formerly of Robert H. Sayres, being the centre line of Suydam Avenue so called south sixty six degrees forty minutes West as the needle pointed in December 1895 five hundred sixteen feet and ninety one hundredths of a foot to an iron rail monument; thence (2) still along the division line between lands formerly of the Passaic Zinc Company to an iron rail monument thence (3) still along said division line between lands formerly of the Passaic Zinc Company and now or formerly of Robert H. Sayres westerly along a curve tangential to the last course mentioned curving to the left with a radius of five thousand seven hundred and ninety feet for a distance of one hundred and sixty nine feet and fifty eight one hundredths of a foot more or less to an iron rail monument in the boundary line of land formerly of the Passaic Zinc Company now or formerly of Robert H. Sayre and now or formerly of Andrew McKnight; thence (4) along the division line between lands formerly of the Passaic Zinc Company and now or formerly of Andrew McKnight, north thirty five degrees east as the needle pointed in December 1895, one hundred and forty four feet more or less to a point in the southeasterly line of a proposed street called Pine Street as shown on map entitled Map of South Lafayette, Hudson County, New Jersey thence (5) northeasterly along said southerly line of Pine Street so called, five hundred and fifty five feet more or less to a point in the division line between lands formerly of the Passaic Zinc Company and said Central Railroad Company of New Jersey; thence (6) southeasterly along said division line between lands formerly of the Passaic Zinc Company and said Central Railroad Company of New Jersey two hundred and twelve feet more or less to a corner in the same; thence (7) still southeasterly and along said division line fifty feet more or less to the point or place of Beginning.

TOGETHER with the right, title and interest of the said Sneed & Company to such portion of the southeasterly half of Pine Street so called as lies in front of and adjacent to the above described premises.

EXCEPTING however out of the above described premises the following described tract of land.

CONTINUED:

THAS
OFFICE

BK 5582 PG 087

BK 550210000

SCHEDULE A - 4 CONTINUED

BEGINNING at an iron monument in the centre of Snyder Avenue so called distant three hundred and ninety two and twenty four one hundredths feet northerly at right angles from the centre line of the main line of the railroad of the Central Railroad of New Jersey filed April 27, 1863, said beginning point being identical with the beginning point described in a deed from the Passaic Zinc Company to Robert H. Sayres, dated December 14, 1893, with the beginning point described in a deed from the Passaic Zinc Company to the Central Railroad Company of New Jersey dated February 14, 1899 and with the beginning point of Tract "B" in a deed from Robert H. Sayres and wife to said Central Railroad Company of New Jersey dated February 7, 1895; thence (1) along the centre line of Snyder Avenue so called South sixty degrees forty minutes West seventy six and thirteen one hundredths feet to an iron nail monument; thence (2) northerly by a curve to the left with a radius of three hundred and twenty five feet a distance of one hundred and ninety seven and twenty one one hundredths feet to a stake in the westerly line of the right of way of the Newark and New York Branch Railroad and distant sixty feet southwesterly at right angles from the centre line of said railroad as filed; thence (3) south sixty two degrees thirty four minutes east parallel with and distant sixty feet at right angles from the center line of said Newark and New York Railroad as filed one hundred and eighty feet to a stake; thence (4) south twenty degrees and ten minutes east a distance of forty three and seventy two one hundredths feet to the point or place of BEGINNING.

BEING known as Lot 2, PL A/WA 2A in Block 2033 as shown on the Tax Map of the City of Jersey City, New Jersey.

The above description is further described in accordance with a survey made by Kildan, Lupo & Prohivil dated November 21, 1996 as follows:

BEGINNING at a point in the southerly line of Pine Street (unimproved), said point being the following three courses from the corner formed by the intersection of the northerly line of Pacific Avenue with the easterly line of Carter Avenue; from said intersection thence running:

- a) South 33 degrees 11 minutes 17 seconds East, 80.00 feet to a point in the southerly line of Pacific Avenue; thence
- b) Along the said southerly line of Pacific Avenue North 56 degrees 52 minutes East, 1058.75 feet to a point in said line; thence
- c) South 33 degrees 08 minutes East 320.00 feet to a point in the aforesaid southerly line of Pine Street (unimproved) and the point and place of BEGINNING.

From said Point of Beginning running thence:

- 1) Along the aforesaid southerly line of Pine Street (unimproved) North 56 degrees 52 minutes 00 seconds East, 554.96 feet to a point in the southwesterly line of lands now or formerly of the Central Railroad Company of New Jersey; thence
- 2) Along said line South 62 degrees 05 minutes 30 seconds East, 28.06 feet to a point; thence
- 3) Along the westerly line of lands formerly of The Passaic Zinc Company and now or formerly of the Central Railroad Company of New Jersey, said line on a curve to the right having a radius of 325.00 feet an arc length of 197.23 feet to a point in the northerly line of lands now or formerly of Robert H. Sayres; thence running
- d) Along said line South 61 degrees 15 minutes 00 seconds West, 440.76 feet to a point; thence

CONTINUED:

BK 5582 PG 088

SCHEDULE A-4 CONTINUED:

- 5) South 74 degrees 24 minutes 00 seconds West 50.62 feet to a point of curve; thence
- 6) On a curve to the right having a radius of 5,790.00 feet an arc length of 170.23 feet to a point in the easterly line of lands now or formerly Andrew McKnight; thence
- 7) Along said line of McKnight North 00 degrees 50 minutes 06 seconds East, 145.80 feet to a point in the aforesaid southerly line of Pine Street (unimproved) and the point and place of BEGINNING.

And being further described by the survey of Paul Emilius, Jr., PLS:

Parcel 201A

Beginning at a point, said point being the northerly most corner of Lot 2A, Block 2033, and located in the southerly right-of-way line of Pine Street (60.00 feet wide) at the easterly terminus of Pine Street as it exists today, thence S 72° 12' 35" E, a distance of 22.78 feet to a point, thence, by a curve, curving to the right, (not tangent to the preceding line), having a radius of 361.00 feet, an arc length of 202.59 feet, a chord bearing of S 41° 44' 58" E, and a chord length of 199.95 feet to a point, thence, by a line (not tangent to the preceding arc) S 51° 02' 54" W, a distance of 440.76 feet to a point, thence, S 64° 11' 54" W, a distance of 53.01 feet to a point, thence, by a curve, curving to the left (tangent to the preceding line), having a radius of 5789.65 feet, an arc length of 170.34 feet, a chord bearing of S 63° 21' 19" W, and a chord length of 170.33 feet to a point, thence, by a line, (not tangent to the preceding arc), N 00° 05' 18" W, a distance of 55.09 feet, thence, S 46° 41' 42" W, a distance of 3.93 feet to a point, thence, N 09° 05' 18" W, a distance of 92.22 feet to a point located in the southerly right-of-way of Pine Street, thence along said southerly right-of-way of Pine Street, N 46° 43' 08" E, a distance of 568.74 feet to the point of beginning. Containing 2.750 acres, more or less. Said parcel also being Block 2033, Lot 2A in the Hudson County Tax Maps of the City of Jersey City.

Together with all right, title and interest that the owner may have in Pine Street pertaining to the above described premises.

Subject to an access easement extending from the southeast line of Pine Street to the southeast line of the above described premises;

Subject to all public utility easements, recorded and unrecorded affecting the herein described premises.

Being the same property as shown on a map entitled "Gateway Transit IIIB, Gateway Area Phase I (Coal Yards Property), City of Jersey City, County of Hudson, Parcel 201A".

8K5582PG089

VIAS
OFFICE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 10, P.L. 1968)

A.L.I. STAT. Legal
Affidavit of Consideration, Inc.
1000 270 0000

PARTIAL EXEMPTION
(c. 170, P.L. 1978)

To be recorded with Deed pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1984 (N.J.A.C. 17:27 et seq.)

STATE OF NEW JERSEY
COUNTY OF Essex

SS.

FOR RECORDERS USE ONLY
Consideration \$ 2,200.00
Realty Transfer Fee \$ 2,200.00
Date 2-27-00 By J. Borlano
* Use symbol "X" to indicate that fee is a scholarly fee for county use.

(1) PARTY OR LEGAL REPRESENTATIVE

(See Instructions #3, 4 and 5 on reverse side.)

Deponent: William J. Borlano

(Name)

deposes and says that he/she is the

Legal Representative

In a deed dated 2/27/00

transferring real property identified as Block No. 2033

Lot No. 2. Pl. n/k/n 2A

located at Jorjony City, Hudson County, New Jersey

(Street Address, Municipality, County)

and assessed here to:

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, paid first or second in priority with the transfer of title is \$ 2,200.00.

(3) FULL EXEMPTION FROM FEE

Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 40, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) More reference to exemption symbol is not sufficient.

Conveyance is to New Jersey Transit Corporation, an instrumentality,

agency or subdivision of the State of New Jersey.

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN AP-
PROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will
void claim for partial exemption. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 170, P.L. 1976 for the following reason(s):

A) SENIOR CITIZEN (See Instruction #8.)

- ☐ Grantor(s) 62 yrs. of age or over.
☐ One- or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

B) BLIND (See Instruction #8.)

- ☐ Grantor(s) legally blind.
☐ One- or two-family residential premises.
☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8.)

- ☐ Grantor(s) permanently and totally disabled.
☐ One- or two-family residential premises.
☐ Receiving disability payments.
☐ Owned and occupied by grantor(s) at time of sale.
☐ Not gainfully employed.
☐ No joint owners other than spouse or other qualified exempt owners.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

C) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)

- ☐ Affordable According to HUD Standards.
☐ Meets Income Requirements of Region.

- ☐ Reserved for Occupancy.
☐ Subject to Resale Controls.

D) NEW CONSTRUCTION (See Instruction #9.)

- ☐ Entirely new improvement.
☐ Not previously used for any purpose.

- ☐ Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 40, P.L. 1968.

Subscribed and sworn to before me
this 27 day of February, 2000

William J. Borlano
75 Eisenhower Parkway
Roseland, New Jersey 07068

Address of Deponent

Eden Wood Realty Company
A Division of: New Holding
47 PARKWAY ROAD (2nd)
WILMINGTON, N.J. 07351

Address of Corp at Time of Sale

JOYCE A. TRANKLIN
A Notary Public of the State of New Jersey
My Commission Expires August 26, 2000

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated 2-27-00 Date Recorded 2-27-00

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
This format is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered without the approval of the Director.

ORIGINAL - White copy to be retained by County.
DUPLICATE - Yellow Copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 17:27-8.12)
TRIPPLICATE - Pink Copy to your file copy.

8K 5582 PG 050

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

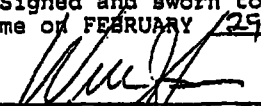
STATE OF NEW JERSEY, COUNTY OF HUDSON SS.1

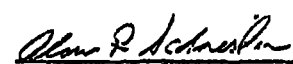
I CERTIFY that on FEBRUARY 29, 2000,

Alan R. Schneider, personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary/Treasurer of Eden Wood Realty Company, the corporation named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is Amy Neu, the Vice President of the corporation;
- (c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this Deed;
- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$340,000.00. (Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on FEBRUARY 29, 2000.


WILLIAM J. SORIANO
Attorney at Law
State of New Jersey


ALAN R. SCHNEIDER



D E E D

Dated: FEBRUARY 29, 2000

EDEN WOOD REALTY COMPANY,
a Division of Neu Holding
Corp.,

Grantor,

TO

NEW JERSEY TRANSIT,

Grantee.

Record & Return to:

Alvin R. Little, Esq.
Deputy Attorney General
State of New Jersey
Department of Law and Public Safety
One Penn Plaza East
Newark, New Jersey 07105-2246

BK5582PG091

Conrail - NTT

Hudson - Bergen Lt Rail R/W

Former CRR R/W

QUITCLAIM DEED (NJ)

THIS DEED, made the 30th day of July, in the year of our Lord One Thousand Nine Hundred and Ninety-six (1996),

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Two Commerce Square, 2001 Market Street, Philadelphia, Pennsylvania, 19101-1419, hereinafter referred to as the Grantor, and NEW JERSEY TRANSIT CORPORATION, an instrumentality of the State of New Jersey, having a mailing address of One Penn Plaza East, Newark, NJ 07102, hereinafter referred to as the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of FOUR MILLION TWO HUNDRED TEN THOUSAND DOLLARS (\$4,210,000.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor does by these presents, remise, release and forever quitclaim unto the said Grantee, the heirs or successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to the Premises as more particularly described on Exhibit 'A' appended hereto and made a part hereof.

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (3) any easements or agreements of record or otherwise affecting the Premises, and to the state of fact which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

This Deed is subject to the provisions of an Agreement of Sale by and between Consolidated Rail Corporation and New Jersey Transit Corporation dated July 30, 1996 governing apportionment of environmental responsibility as between Grantor and Grantee including Grantee's successors, assigns and grantees.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective heirs, legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of New Jersey now or hereafter in force with respect to the covenants set forth below:

TAX REFERENCE:
Block 2145.4, Lot 7B, 8A,
9, & 5 on the Tax Maps
for the City of Jersey City,
Hudson County, NJ

THIS INSTRUMENT PREPARED BY:

Robert J. Tracy
Robert J. Tracy, Property Manager
Consolidated Rail Corporation
810, Thomas Street, Suite 300
Edison, NJ 08837

CONSIDERATION:	.00	EXCEPT CODE: E
COUNTY	STATE	N.J.S.T.
.00	.00	.00
TJC	DATE- 8/08/1996	

8K5027PG078

(1.) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2.) Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the Premises and to any buildings or improvements now or hereafter erected thereon and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof.

(3.) Grantee hereby forever releases Grantor from any liability for any loss or damage, direct or consequential, which may be caused by or arise from the sliding, shifting or movement of any part of any adjoining embankment of Grantor, or by the drainage or seepage of water therefrom, upon or into the Premises, or upon, under, or into anything which may be erected or placed thereon.

(4.) Grantor shall not be liable or obligated to provide lateral support for the surface of the Premises, and Grantee waives all right to ask for, demand, recover or receive any relief or compensation for any damage that may be caused by the sliding, shifting, or movement of any part of the slope or embankment supporting the Premises. Grantee shall use due diligence to prevent the drainage or seepage of water, or the precipitation of snow or ice, or anything whatever, from the Premises onto, under or upon the adjoining and adjacent lands of Grantor.

(5.) In the event the tracks or land of Grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over such railroad in the vicinity of the Premises are changed so that they shall pass overhead or underneath such tracks or land, or in the event any grade crossing is vacated and closed, Grantee forever releases Grantor from all liability for any loss or damage, direct or consequential, caused by or arising from the separation or change of grades of such railroad or such streets, avenues, roads, lanes, highways, or alleys, or from the vacating and closing of any grade crossing.

(6.) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor as well at law as in equity or otherwise howsoever of, in and to the same and every part thereof, UNDER and SUBJECT and provided as aforesaid.

TO HAVE AND TO HOLD, all and singular the said Premises, together with the appurtenances, unto the Grantee, the heirs or successors and assigns of the Grantee, forever, UNDER and SUBJECT and provided as aforesaid.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

and the grantor

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be signed in its

AK5027PG080

name and behalf by its Assistant Vice President-Real Estate duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

SEALED and
DELIVERED in the
presence of us:

CONSOLIDATED RAIL CORPORATION
By:

Robert J. Tracy

M. Virginia Ebert
M. Virginia Ebert,
Assistant Vice President-Real Estate

ATTEST:

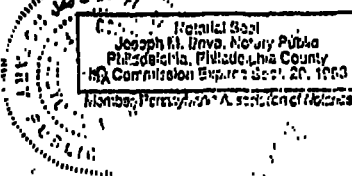
Robert J. Tracy Wilberta C. Jackson
Assistant Secretary
WILBERTA C. JACKSON

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF PHILADELPHIA)

BE IT REMEMBERED, that on this 30th day of July in the year One Thousand Nine Hundred and Ninety-six (1996), before me, the undersigned, a Notary Public for the Commonwealth and County aforesaid, personally appeared M. Virginia Ebert, Assistant Vice President-Real Estate of CONSOLIDATED RAIL CORPORATION, the corporate Grantor named in the within instrument, who I am satisfied is the person who has signed the within instrument on behalf of said Corporation; and I having first made known to her the contents thereof, she did acknowledge that she signed, sealed and delivered the same as such officer aforesaid; that the foregoing instrument is the voluntary act and deed of said Corporation, made by virtue of authority from its Board of Directors; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within instrument as such consideration is defined in P.L. 1995, C. 49, Sec. 1(c), is FOUR, MILLION TWO HUNDRED TEN THOUSAND Dollars (\$4,210,000.00).

Joseph M. Bova
Notary Public



BK5027PG084

CASE NO. 71817

DEED TO

NEW JERSEY TRANSIT CORPORATION

EXHIBIT "A"

Hudson County, New Jersey

Claremont Coal Yard, Line Code 0201

MAPS referred to in the description are on file in the office of New Jersey Transit Corporation, One Penn Plaza East, Newark, New Jersey 07105-2248.

BEING a part or portion of the same premises which R.D. Timpany, as Trustee of the property of The Central Railroad Company of New Jersey, Debtor, by Conveyance Document No. CNJ-CRC-RP-7, dated March 30, 1976 and filed and recorded in the Office of the Secretary of State of New Jersey, on October 12, 1978, granted and conveyed unto Consolidated Rail Corporation.

ALL THAT CERTAIN piece or parcel of land of the Grantor, being a portion of the line of railroad known as the Jersey Central Main Line (a.k.a. the Bayonne Industrial Track), and identified as Line Code 0201, situate in the City of Jersey City, County of Hudson and State of New Jersey, which is bounded and described in accordance with a Plat of Survey, identified as "NEW JERSEY TRANSIT, PROPERTY PARCEL MAP, PARCEL #203-D, OWNER CONSOLIDATED RAIL CORPORATION (CONRAIL), BLOCK 2164-4, LOT NO. 7B, 8A, 9 and 8, CITY OF JERSEY CITY, COUNTY OF HUDSON, SCALE: AS INDICATED", sheets 1 through 2 of 2 dated February 6, 1988, revised July 26, 1988 prepared by Fredrick L. Voss, Professional Land Surveyor No. 25797, of the State of New Jersey, and described as follows:

EXHIBIT "A" CONTAINS 3 PAGES, OF WHICH THIS IS PAGE 1 OF 3.

0K5027P0082

44 1988 JUL 26 11 05 11 AM

CASE NO. 71917

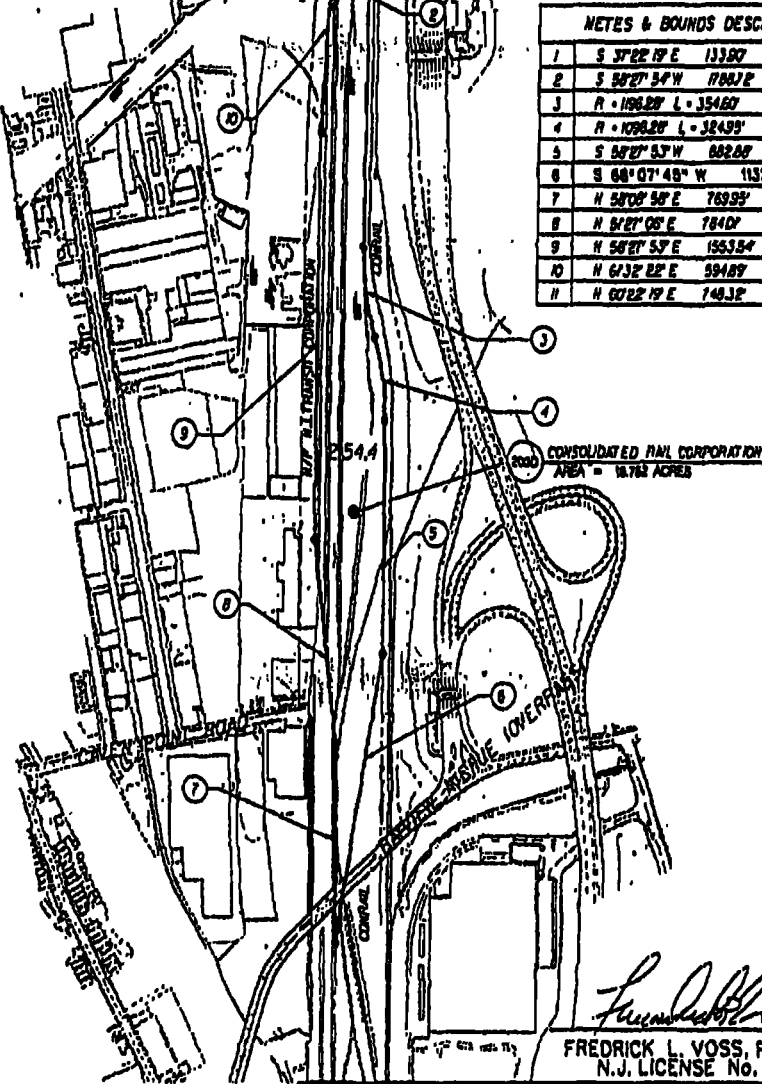


POB
WETLANDS AREA

V.1a(8271)/2.3
L.C. 0201

WETLANDS AREA - 0.810 ACS

METES & BOUNDS DESCRIPTION		
1	S 37°22'19" E	133.80'
2	S 58°27'34" W	178.67'
3	R - 186.28' L - 354.80'	
4	R - 109.28' L - 324.93'	
5	S 58°27'34" W	682.88'
6	S 66°07'48" W	1132.00'
7	N 58°08'58" E	769.95'
8	N 58°27'05" E	764.07'
9	N 58°27'53" E	1553.54'
10	N 67°32'22" E	994.89'
11	N 67°22'19" E	748.32'



3K5027PG083

Fredrick L. Voss
FREDRICK L. VOSS, P.E. & L.S.
N.J. LICENSE No. 25787

PARCEL AREA NA EASEMENTS NA
AREA OF TAKING 18.762 ACRES
REMAINING PARCEL AREA NA

NJ TRANSIT

PROPERTY, PARCEL MAP

REV: JULY 26, 1998
PARCEL No. 203D DATE: FEB. 8, 1998
OWNER CONSOLIDATED RAIL CORP. (CONRAIL)
BLOCK No. 2154.4 LOT No. 7B, 8A, 9 & 8
CITY OF JERSEY CITY HUDSON CO., N.J.

Beginning at a point, said point being on the southwesterly right-of-way line of Communipaw Avenue (60.00 feet wide) the following two (2) courses and distances from the intersection of the southeasterly right-of-way line of Suydam Street (60.00 ft. wide) and the southwesterly, right-of-way line of Communipaw Avenue: A) S 43°05'53" E, a distance of 319.01 feet to a point; B) S 37°22'19" E, a distance of 79.05 feet. Thence 1) continuing along the southwesterly right-of-way line of Communipaw Avenue by the same, S 37°22'19" E, a distance of 133.90 feet to a point, said point being the intersection of the southwesterly right-of-way of Communipaw Avenue and the northwesterly right-of-way of Consolidated Rail Corp.'s (Conrail) National Docks Branch; thence along the northwesterly right-of-way line of Conrail, the following 4 courses: 2) S 58°27'54" W a distance of 1755.72 feet; 3) thence by a curve, curving to the left, having a radius of 1196.28 feet, an arc length of 354.60 feet, with a chord being of S 48°55'23" W and a chord distance of 353.30 feet to a point of reverse curvature, 4) thence by a curve, curving to the right, having a radius of 1096.28 feet, an arc length of 324.95 feet, with a chord bearing of S 49°58'23" W and a chord distance of 323.77 feet to a point; 5) thence S 58°27'53" W a distance of 882.88 feet to a point, thence, 6) leaving the said right-of-way line of Conrail, through lands, N/F of Conrail S 65°07'45" W, a distance of 1132.00 feet to a point, said point being on the southeasterly right-of-way line of NJ TRANSIT, thence along the said right-of-way line of NJ TRANSIT the following 5 courses: 7) N 58°08'55" E, a distance of 769.95 feet, 8) N 51°27'06" E, a distance of 784.01 feet, 9) N 58°27'53" E, a distance of 1553.54 feet, 10) N 51°32'22" E, a distance of 594.89 feet, 11) N 60°22'19" E, a distance of 748.32 feet to the point of beginning. Containing 816,826.5 square feet or 18.752 acres, more or less.

This parcel contains 0.810 Acres of Wetlands.

This map and description have been prepared based on a survey by DET Consultants, Engineers and Surveyors, East Hanover, New Jersey.

AK50276084

Frederick L. Voss
FREDERICK L. VOSS, P.E. & L.S.
N.J. LICENSE No. 25797

DATE: 02/08/98

PARCEL AREA	NA	EASEMENTS	NA
AREA OF TACKING	18.752 ACRES		
REMAINING PARCEL AREA	NA		

NJ TRANSIT

PROPERTY PARCEL MAP

PARCEL No.	2030	REV	JULY 24, 1998
		DATE	FEB. 8, 1998
OWNER	CONSOLIDATED RAIL CORP. (CONRAIL)		
BLOCK No.	2154.4	LOT No.	78, 8A, 8 & 8
CITY OF JERSEY CITY		HUDSON CO., N.J.	

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)

ALL-STATE LEGAL
A Division of All-State International, Inc.
800-222-0610 In NJ 908-773-0800

PARTIAL EXEMPTION
(c. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-3 et seq.)

STATE OF NEW JERSEY
COUNTY OF HUDSON

FOR RECORDER'S USE ONLY
Consideration \$ 2154.4
Realty Transfer Fee 2154.4
Date 8/28/86 By [Signature]

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, SUZANNE L. SILVERMAN, being duly sworn according to law upon his/her oath deposes and says that he/she is the Legal Representative of New Jersey Transit Corporation
(Name of Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Public Body, Lending Institution, etc.)
in a deed dated 7/28/86, transferring real property identified as Block No. 2154.4
Lot No. 7B, 8A, 9, 5 located at Jersey City, Hudson County
(Street Address, Municipality, County)

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgages to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 210,000.00

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.
New Jersey Transit Corporation is a public instrumentality of the

State of New Jersey (NJSA 27:25-1 et seq.)

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8)

- ☐ Grantor(s) 62 yrs. of age or over.*
☐ One or two-family residential premises

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)

- ☐ Grantor(s) legally blind.*
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- ☐ Grantor(s) permanently and totally disabled.*
☐ One or two-family residential premises.
☐ Receiving disability payments.

- ☐ Owned and occupied by grantor(s) at time of sale.
☐ Not gainfully employed.
☐ No joint owners other than spouse or other qualified exempt owners.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- ☐ Affordable According to H.U.D. Standards.
☐ Meets Income Requirements of Region.

- ☐ Reserved for Occupancy.
☐ Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9)

- ☐ Entirely new improvement.
☐ Not previously used for any purpose.

- ☐ Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me
this 31st
day of July, 1986

Barbara S. Goldsmith
Attorney at Law
State of New Jersey

Suzanne L. Silverman
SUZANNE L. SILVERMAN-DAG
New Jersey Transit Corporation
Two Commerce Square
Newark, NJ 07102-2245

CONSOLIDATED
RAIL CORPORATION
2001 Market Street
Two Commerce Square
Philadelphia, PA 19106-1416

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number _____ County Hudson
Deed Number 1/20/86 Book _____ Page 8/28/86
Deed Date 8/28/86 Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

ORIGINAL - White copy to be retained by County.

DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:18-3.12).

TRIPPLICATE - Pink copy is your file copy.

15K 59278685

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICE

DEED

FROM

CONSOLIDATED RAIL CORPORATION

TO

NEW JERSEY TRANSIT CORPORATION

JULY 31, 1996

record and return to:

NEW JERSEY TRANSIT CORPORATION
ONE PEAR PLAZA EAST
NEWARK, NEW JERSEY 07105-2246

ATTENTION:

SUZANNE SILVERMAN
DEPUTY ATTORNEY GENERAL

DN50274086

Consideration : \$4750000.0 Exempt Code: 5

A COPY OF THIS DEED
HAS BEEN SENT TO JEFFERSON OFFICE

County	State	N.P.N.R.F	Total
4754.75	11870.25	6900.00	54950.00
General	Public	Extra	1% Tax
18525.00	2375.00	10525.00	0.00
fee1	Date: 06/07/2005		

Prepared by:

John M. Marmora, Esq.

DEED

000008700
RECEIVED
AND
RECORDED
DEE

06/07/2005 08:08A
BARBARA A. DONNELLY
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 257778

This Deed is made on this 26th day of May, 2005,

BETWEEN

CAVEN POINT REALTY, INC., a New Jersey corporation, with an address at 151-C Morristown Road, Matawan, New Jersey 07747, hereinafter referred to as the "Grantor",

AND

THE RELIABLE GROUP LIMITED LIABILITY COMPANY, a New Jersey limited liability company, with an address at One Caven Point Avenue, Jersey City, New Jersey 07305, hereinafter referred to as the "Grantee".

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees respectively listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) its interest in the property (the "Property") described below to the Grantee. This transfer is made for the sum of Four Million Seven Hundred Fifty Thousand (\$4,750,000.00) Dollars. Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15.1.1) Municipality of City of Jersey City, Block No. 2020, New Lot Nos. 6, 7 & 8

Property. The Property consists of the land and all the buildings and structures on the land in the City of Jersey City, County of Hudson and State of New Jersey. The legal description is annexed hereto as Schedule A.

Subject to all easements, restrictions, covenants and other matters of record, and such state of facts as an accurate survey would disclose.

As to Lot 6, Block 2020 being the same premises conveyed to the Grantor by deed from Consolidated Rail Corporation, dated April 16, 1986, recorded April 23, 1986 in Deed Book 3548, Page 307.

As to Lots 7 & 8, Block 2020 being the same premises conveyed to the Grantor by deed from Chemical Properties, Inc., f/k/a Chemical Leasing Corporation, d/b/a Chemlea Properties, Inc., dated April 4, 1983 recorded April 8, 1983 in Deed Book 3374, Page 54.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which

affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

By acceptance of this Deed, Grantee, on behalf of itself and its successors and assigns:

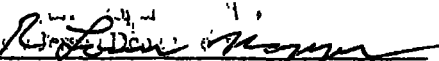
(a) Acknowledges, covenants and agrees that the Property shall be used only for those uses permitted for properties cleaned up to the New Jersey Department of Environmental Protection's standards for commercial/industrial uses, as such standards exist as of the above date; and

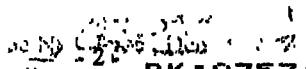
(b) Acknowledges, covenants and agrees that upon Grantor's procurement of a "No Further Action" letter from the New Jersey Department of Environmental Protection, Grantee shall be deemed to have unconditionally released, acquitted, waived and discharged any and all claims it has or may have had against Grantor, if any, arising out of or relating in any way to the Property, including, but not limited to, the environmental condition thereof.

The foregoing run to the benefit of Grantor, its successors and assigns, and shall constitute covenants running with the land.

Signatures. The Grantor signs this Deed as of the date first above written.

CAVEN POINT REALTY, INC.

By 
R. Louis Nappi, President


BK:07574 PG:00190

STATE OF NEW JERSEY)

COUNTY OF)

ss.: *[Handwritten signature]*

BE IT REMEMBERED, that on this 26th day of May, 2005, before me, the subscriber, an attorney at law of the State of New Jersey, personally appeared R. Louis Nappi, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the President of Caven Point Realty, Inc., the corporation named in the within instrument; and I having first made known to him the contents of the within instrument; he did acknowledge that he signed, sealed and delivered the same as such officer on behalf of the corporation as its voluntary act and deed by virtue of authority from its Board of Directors, and made the Deed for a consideration of \$4,750,000.00 as the full and actual consideration paid or to be paid, to transfer title.

[Handwritten signature]

John M. Marmora
Attorney at Law
State of New Jersey

RECORD & RETURN TO:

Eugene R. Boffa, Jr., Esq.
Schumann, Hanlon et al.
30 Montgomery Street, 15th Floor
Jersey City, New Jersey 07302

LAWYERS TITLE INSURANCE CORPORATION
TITLE INSURANCE COMMITMENT
File Number NU 04-1597

SCHEDULE A
LEGAL DESCRIPTION

A COPY OF THIS DEED
HAS BEEN SENT TO THE COUNTY'S OFFICE

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Jersey City, County of Hudson State of New Jersey:

Tract One: Lots 4B and 4D (n/k/a Lots 8 & 7 respectively), Block 2020: BEGINNING at a point in the northerly line of Caven Point Avenue, where the same is intersected by the westerly right of way line of the Central Railroad of NJ, said right of way line being distant 100 feet westerly and parallel to the center line of said railroad as filed April 27, 1863; and running thence

1. northerly and parallel to said center line, North 68 degrees 10 minutes 30 seconds East 1469.18 feet to its intersection with the southerly line of Lot 4C in said Block 2020; thence
2. westerly and along the southerly line of said Lot 4C in Block 2020, North 22 degrees 17 minutes 11 seconds West 145.06 feet to a point in the easterly line of Plot 3 in said Block 2020; thence
3. southerly and along said easterly line of said Plot 3 and parallel to said center line of Central Railroad of NJ, South 68 degrees 10 minutes 30 seconds West; 777.60 feet to an angle point therein; thence
4. continuing southerly and along said easterly line of Plot 3, South 67 degrees 52 minutes 53 seconds West, 720.02 feet to a point in said northerly line of Caven Point Avenue, said point being distant 353.40 feet easterly from the intersection formed by said northerly line of Caven Point Avenue with the easterly line of Pacific Avenue; thence
5. easterly and along said northerly line of Caven Point Avenue, South 33 degrees 38 minutes East, 144.42 feet to the point or place of BEGINNING.

EXCEPTING so much as conveyed by Deed Book 3133, page 420.

Said premises being now described as follows:

BEGINNING at a point on the northeasterly sideline of Caven Point Road where the dividing line between Lots 7 and 8 in Block 2020 as set forth on Filed Map No. 3631 filed in the Office of the Hudson County Register on August 5, 1997 intersects same and running thence

1. along above mentioned dividing line North 58 degrees 27 minutes 54 seconds East 1444.64 feet; thence
2. North 31 degrees 32 minutes 6 seconds West 144.97 feet; thence
3. South 58 degrees 27 minutes 54 seconds West 774.44 feet; thence
4. South 58 degrees 10 minutes 17 seconds West 698.38 feet to a point on the northeasterly sideline of Caven Point Road; thence
5. along northeasterly sideline of Caven Point Road, South 42 degrees 48 minutes 6 seconds East 144.17 feet to the point and place of BEGINNING.

BK:07574 PG:00192

Tract Two: Lot 6, Block 2020: BEGINNING at the intersection formed by the southerly right of way line of Consolidated Rail Corporation (f/k/a Lehigh Valley Road Company) known as the Main Line Lehigh Valley Railroad and identified as Line Code 0501 in the records of the United State Railway Assoc. with the easterly line of Caven Point Road and running thence

1. easterly and along said southerly right of way line North 67 degrees 52 minutes 30 seconds East, 719.74 feet to an angle point therein; thence
2. continuing easterly and along said right of way line North 68 degrees 10 minutes East, 777.62 feet to a point of curvature therein; thence
3. continuing easterly and along said right of way line, on a curve, to the right having a radius of 5,675 feet, an arc distance of 567.83 feet to a point distant 216.61 feet northerly at right angles to centerline between tracks of now or formerly of Central Railroad of NJ; thence
4. continuing easterly and along said right of way line North 74 degrees 24 minutes East, 410.79 feet to a point on a curve having a radius of 363.00 feet; thence
5. northerly on a curve to the left having a radius of 363.00 feet, an arc distance of 132.66 feet to a point in the northerly right of way line of said Consolidated Rail Corporation; thence
6. westerly and along said northerly right of way line South 73 degrees 54 minutes West, 468.57 feet to a point of curvature therein; thence
7. continuing westerly and along said northerly right of way line, on a curve to the left having a radius of 5,790 feet, an arc distance of 169.58 feet to an angle point therein; thence
8. South 0 degrees 35 minutes West, 10.59 feet to another angle point therein; thence
9. continuing westerly and along said northerly right of way line South 71 degrees 21 minutes 20 seconds West, 179.87 feet to an angle point therein; thence
10. continuing westerly and along said northerly right of way line South 68 degrees 52 minutes 33.5 seconds West, 338.215 feet to an angle point therein; thence
11. continuing westerly and along said northerly right of way line South 68 degrees 10 minutes West, 158.27 feet to another angle point therein; thence
12. continuing westerly and along said northerly right of way line South 68 degrees 11 minutes 19 seconds West, 1249.47 feet to a point in said easterly line of Caven Point Road; thence
13. southerly and along said easterly line of Caven Point Road, South 33 degrees 38 minutes East, 111.42 feet to the point or place of BEGINNING.

EXCEPTING so much as was taken by Declaration of Taking in Deed Book 5203 page 194.

BK:07574 PG:00193

Said premises being now described as follows:

BEGINNING at a point on the northeasterly sideline of Caven Point Road where the dividing line between Lots 5 and 6 in Block 2020 as shown on Filed Map No. 3631 filed in the Office of the Hudson County Register on August 5, 1997 intersects same

1. North 58 degrees 10 minutes 17 seconds East 698.38 feet; thence
2. North 58 degrees 27 minutes 54 seconds East 799.44 feet; thence
3. North 31 degrees 32 minutes 6 seconds West 103.92 feet; thence
4. South 58 degrees 27 minutes 54 seconds West 198.51 feet; thence
5. South 58 degrees 29 minutes 6 seconds West 1207.87 feet to a point in the northeasterly sideline of Caven Point Road; thence
6. along the northerly sideline of Caven Point Road, South 42 degrees 48 minutes 6 seconds East 111.15 feet to the point and place of BEGINNING.

NOTE: Being Block 2020, Lots 6, 7, 8, Tax
Map of the City of Jersey City, County of Hudson.

NOTE : Lot and Block shown for informational purposes only.

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 49, P.L. 1988, as amended through Chapter 19, P.L. 2005)

To be recorded with deed pursuant to Chapter 49, P.L. 1988, as amended by Chapter 308, P.L. 1991 (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

} SS.

FOR RECORDER'S USE ONLY

Consideration \$ 4,750,000.00
RTF paid by buyer \$ 54,950.00
Date 6-7-05 By [Signature]

COUNTY OF _____

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions # 3 and #4 on reverse side)

Deponent, R. Louis Nappi, being duly sworn according to law upon his/her oath,
(Name)deposes and says that he/she/it is the Corporate Officer in a deed dated , 2005 transferring
(Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)real property identified as Block number 2020 Lot number 6, 7 & 8 located at
City of Jersey City, Hudson County. and annexed thereto.
(Street Address, Municipality, County)(2) CONSIDERATION \$ 4,750,000.00 (See Instructions #1 and #5 on reverse side)

Entire consideration is in excess of \$1,000,000.

PROPERTY CLASSIFICATION CHECKED BELOW SHOULD BE TAKEN FROM THE OFFICIAL TAX LIST (WHICH IS A PUBLIC RECORD) OF THE MUNICIPALITY WHERE THE PROPERTY IS LOCATED IN THE YEAR THAT THE TRANSFER IS MADE.

(A) When Grantee pays:

- ☐ Class 2 - Residential (4 Families or less) ☐ Class 4C - Residential Cooperative Unit
- ☐ Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property.

(B) When Grantee does not have to pay, fill out below:

- ☒ Property class. Circle applicable class(es): 1 4A 4B 4C 15
- ☐ Exempt Organization Pursuant to Federal Internal Revenue Code of 1986

Property classes 1-Vacant Land, 4A-Commercial, 4B-Industrial, 4C-Apartment (other than residential cooperative unit), 15-Public Property

(3) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1988, as amended through Chapter 88, P.L. 2004, for the following reason(s) Mere reference to exemption symbol is insufficient. Explain in detail.

Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1988, as amended through Chapter 19, P.L. 2005.

Subscribed and sworn to before me
this 26 day of May, 2005[Signature]
John M. Marmora
Attorney at Law
State of New Jersey[Signature]
Signature of Deponent151-c Moratown Ave., Matawan, NJ
Deponent AddressThe Reliable Group LLC
Grantee NameOne Caven Point Ave, Jersey City, NJ
Grantee Address at Time of SaleEugene R. Boffa, Jr., Esq.
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY			
Instrument Number	<u>8200</u>	County	<u>Hudson</u>
Deed Number	<u> </u>	Book	<u> </u>
Deed Dated	<u>5-26-05</u>	Date Recorded	<u>6-7-05</u>

BK:07574 PG:00195

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form, as required by law.
This form may not be altered or amended without the approval of the Director.
For further information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at
www.state.nj.us/treasury/taxation/rlpt/localtax.htm.

State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Caven Point Realty, Inc.

Current Resident Address:

Street: 151-C Morristown Avenue

City, Town, Post Office

State

Zip Code

Matawan

NJ

07747

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

2020

6, 7 & 8

Street Address:

City, Town, Post Office

State

Zip Code

Jersey City, Hudson County, NJ

Seller's Percentage of Ownership

Consideration

Closing Date

100%

4,750,000.00

SELLER ASSURANCES (Check the Appropriate Box)

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the interstate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

Date

Date

Caven Point Realty, Inc.

By:

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

NO! BK:007574 PG:00196

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

000011122
RECEIVED
AND
RECORDED
DEE

10/01/2003 10:13A
BARBARA A. DONNELLY
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 129892

✓ **CONTRACT**

QUITCLAIM DEED (NJ)

Case 71740

THIS DEED, made the 23rd day of September, in the year of our Lord Two Thousand Three (2003),

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Two Commerce Square, 2001 Market Street, 16th Floor, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, and **RELIABLE REALTY, LLC**, New Jersey, having a mailing address of One Caven Point Avenue, Jersey City, NJ 07305, hereinafter referred to as the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor does by these presents, remise, release and forever quitclaim unto the said Grantee, the heirs or successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to all those certain three (3) pieces or parcels of land containing a total of 5.19 acres, more or less, and any improvements thereon, situate in the City of Jersey City, County of Hudson, State of New Jersey, as more particularly described on Exhibit 'A' pages 1 of 7 through 7 of 7, appended hereto and made a part hereof (the "Premises").

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor permanent, perpetual, exclusive, assignable and unrestricted easements and rights for any and all existing sewer, gas and water lines, poles, pipes, wires, cables, power, signal and communication lines, fiber optic lines, telecommunication lines and all their appurtenances, hereinafter referred to as "facilities", located in, on, under, over, above, beneath the surface, across or through the Premises; and together with the right to use, maintain, repair, replace, renew, rehabilitate and remove said facilities and their appurtenances; and further together with the right of unimpeded ingress and egress in, on, over, across and through the Premises for the aforesaid purposes.

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (3) any easements or agreements of record or otherwise affecting the Premises, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective heirs, legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of New Jersey now or hereafter in force with respect to the covenants set forth below:

TAX REFERENCE:

Tax Lot 1.A and 1.E, D and U
Tax Block 1491
City of Jersey City
County of Hudson
State of New Jersey

THIS INSTRUMENT PREPARED BY:

Robert W. Ryan
Consolidated Rail Corporation
Two Commerce Square - 16th Floor
2001 Market Street
Philadelphia, PA 19103

Record & return to
Ron Shaljian, Esq.
850 Bergen Avenue
Jersey City, NJ
07306

A COPY OF THIS DEED HAS
BEEN SENT TO THE REGISTER'S OFFICE

BK:07143 PG:00029

(1.) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure

(2.) Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the Premises and to any buildings or improvements now or hereafter erected thereon and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof.

(3.) A Allocation of Specific Obligations to Remediate

The parties shall, as between themselves, allocate obligations pertaining to any Remediation with respect to the Premises in accordance with this Section, without regard to considerations of fault, failure or negligence

(i) Grantee shall be responsible after the date of this Deed for any Remediation arising from the existence or presence of any contamination in, on or about the Premises, including without limitation, any Hazardous Substances, except as specifically provided otherwise in Subsection A(ii) below

(ii) Grantor shall be responsible for Remediation of Hazardous Substances in, on or about the Premises, provided that such Hazardous Substances: (1) resulted from a condition created by Grantor during the time the Premises was owned by Grantor; and (2) are a violation of applicable environmental laws or regulations in effect and as interpreted on the date of this Deed. Notwithstanding the aforesaid, Grantor shall not be liable for any Remediation resulting from any condition: (a) that Grantee had knowledge of or reasonable basis to suspect as of the date of this Deed; or (b) that Grantee could have discovered its presence upon the Premises by a duly diligent examination of the Premises or public records related thereto; or (c) which Grantee has failed to immediately notify Grantor of as provided for below. Grantor's liability for any Remediation for which it is otherwise responsible hereunder shall be no greater than that resulting from the condition of the Premises existing as of the date of this Deed regardless of any increase in Remediation costs or liability created by or resulting from events occurring after the date of this Deed, including the passage of time.

(iii) If at any time after the date of this Deed, any Hazardous Substances are discovered which are or may be the responsibility of Grantor to Remediate pursuant to Subsection A(ii) above, then Grantee shall immediately notify Grantor of such Hazardous Substances, and Grantor shall have the opportunity and right to investigate, determine its responsibility therefor, determine in connection with appropriate governmental or regulatory bodies the appropriate response or remedy for such Hazardous Substances and Remediate, with its own forces or contractors and at its own expense, such Hazardous Substances to the satisfaction of appropriate regulatory bodies or to the additional extent deemed appropriate by Grantor. Grantor shall only be obligated to Remediate such Hazardous Substances to the extent that would be required for the now existing or most recent use of the Premises by Grantor, regardless of the current or proposed use of the Premises by Grantee. Grantee shall grant such rights of entry or other rights to Grantor, upon reasonable terms and without compensation, as may be necessary to allow Grantor to perform the inspections, remediation or other actions necessary to comply with this Subsection. In the event of a dispute concerning Grantor's responsibility for any Remediation hereunder, the parties shall cooperate to resolve such dispute as quickly as possible, and Grantee, unless required by valid judicial or regulatory order to take immediate action to Remediate a specific condition, shall, during the resolution of such dispute, take no actions inconsistent with Grantor's right to seek a determination from the appropriate regulatory or judicial body of the remedy required by law and to Remediate the Hazardous Substances with its own forces or contractors. Grantor shall not be liable to Grantee for any damages, costs or expenses incurred as a result of such Remediation, except that if Grantee is required by a valid judicial or administrative order as provided

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above to take immediate action to Remediate any Hazardous Substances which are later determined to be the responsibility of Grantor pursuant to this Subsection, Grantee shall be able to recover its actual and reasonable costs from Grantor.

B. Definition of "Hazardous Substance(s)". "Hazardous Substance(s)", as used in this Deed, shall mean any material or substance that is defined or classified as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601(14)) or Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); a "hazardous waste" pursuant to Section 1004 or 3001 of the Resource Conservation and Recovery Act (42 U.S.C. §§6903, 6921); a toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act (33 U.S.C. §1317(a)(1)), a "hazardous air pollutant" under Section 112 of the Clean Air Act (42 U.S.C. §7412), or a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990 (49 U.S.C. App. §1802(4)).

C. Definition of "Remediate" and "Remediation". "Remediate" or "Remediation", as used in this Deed, shall mean, any reasonable investigation and the formulation and implementation of any remedial action, containment, cleanup, response, treatment, removal, mitigation, abatement, elimination or control of any contamination

D. Indemnity. The party made responsible by this Section for any Remediation shall. (1) satisfy said obligations; and (2) indemnify, defend and hold the other party (and its directors, officers, employees and agents) harmless from and against any claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with said Remediation

E. Release. As a material part of the consideration to Grantor for the conveyance of the Premises, Grantee hereby expressly and irrevocably releases and forever discharges, and by these presents does, for its successors and assigns, release and forever discharge Grantor (including, without limitation, its directors, officers, employees, and agents) from any and all actions, suits, controversies, damages (compensatory, punitive or consequential), judgments, claims and demands whatsoever, in law, or in equity, which Grantee ever had, now has, or which it or its successors and assigns hereafter can, shall or may have against Grantor, arising out of or in connection with the presence of any contamination on the Premises, including without limitation, any Hazardous Substances, except to the extent Grantor fails to comply with its obligations set forth in Subsection A(ii) above, or Grantee is entitled to recover the cost of any Remediation pursuant to Subsection A(ii). Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with Grantee's prosecution of any of its legal remedies against any third party who might have concurring or joint liability for matters for which Grantee has released Grantor pursuant to this Subsection. Each party expressly waives, to the extent it lawfully may do so, (i) the benefits of any statute that would relieve it of any obligations that it has assumed under this Section, and (ii) any defense predicated on alleged misrepresentations of fact or the nondisclosure of any fact.

(4) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor a permanent, perpetual, exclusive, unrestricted and assignable easements and rights for advertising signboards and their appurtenances located on the parcel 3 of 3 of the Premises; together with the necessary easements and rights for any necessary electric service lines and their appurtenances needed for illuminating said signboards; and together with rights and easements to construct, use, maintain, modify, enlarge, repair, renew, replace, rehabilitate and remove said signboards and together with the right of immediate and unimpeded ingress and egress on, over, across, and through the Premises for the purposes aforesaid; and further together with the exclusive right to sell and assign

BK:07143 PG:00031



such rights and to retain any and all revenues, income, charges, considerations and fees derived therefrom.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor as well at law as in equity or otherwise howsoever of, in and to the same, and every part thereof, UNDER and SUBJECT and EXCEPTING AND RESERVING as aforesaid.

TO HAVE AND TO HOLD, all and singular the said Premises, together with the appurtenances, unto the Grantee, the heirs or successors and assigns of the Grantee, forever, UNDER and SUBJECT and provided as aforesaid.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be signed in its name and behalf

BK:07143 PG:00032

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by its Director-Real Estate duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested by its Vice President and Corporate Secretary, the day and year first above written.

SEALED and
DELIVERED in the
presence of us:

CONSOLIDATED RAIL CORPORATION
By:

Jonathan M. Broder
Robert W. Ryan
Director-Real Estate

ATTEST:

Jonathan M. Broder
Jonathan M. Broder
Vice President - General Counsel and Corporate Secretary

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Philadelphia) SS

BE IT REMEMBERED, that on this 23rd day of September in the year Two Thousand Three (2003), before me, the subscriber, a Notary Public for the Commonwealth and County aforesaid, personally appeared Robert W. Ryan, Director-Real Estate of CONSOLIDATED RAIL CORPORATION, the corporate Grantor named in the within Instrument, who I am satisfied is the person who has signed the within Instrument on behalf of said Corporation; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as such officer aforesaid; that the foregoing Instrument is the voluntary act and deed of said Corporation, made by virtue of authority from its Board of Directors; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within Instrument as such consideration is defined in P.L. 1968, C. 49, Sec. 1(c), is SIX HUNDRED FIFTY THOUSAND Dollars (\$650,000.00)

Jennifer A. Burtulato
Notary Public

NOTARIAL SEAL
JENNIFER A. BURTULATO, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Oct. 11, 2004

BOOKED BY: [illegible] DAY: [illegible]
BK: 07143 PG: 00033



A COPY OF THIS DEED HAS
BEEN SENT TO ASSessor'S OFFICE

Richard V. Kenderian, PE, PP
Michael G. Zilinski, PLS, PP

Stephen P. Atkins, PE

CASE NO. 71740

EXHIBIT 'A'

PARCEL 1 of 3

ALL THAT CERTAIN PIECE OR PARCEL OF LAND OF THE GRANTOR AS ILLUSTRATED ON GRANTORS PLAN NUMBER-020100200, SITUATE IN CITY OF JERSEY CITY, COUNTY OF HUDSON AND STATE OF NEW JERSEY WHICH IS BOUNDED AND DESCRIBED IN ACCORDANCE WITH A PLAT OF SURVEY IDENTIFIED AS "ALTA/ACSM LAND TITLE SURVEY FOR CONRAIL PROJECT SITE 93603-47 CONRAIL SITE No. NJ0017-0248-A, JERSEY CITY HUDSON COUNTY, NEW JERSEY", SCALE: 1 INCH = 50 FEET, DATED OCT. 13, 1995 AND REVISED TO SEPT. 16, 1996. PREPARED BY MICHAEL G. ZILINSKI, P.L.S. LIC. No. 30408 OF THE STATE OF NEW JERSEY FOR THE FIRM OF KENDERIAN-ZILINSKI ASSOCIATES, SAID PLAT OF SURVEY HEREINAFTER REFERRED TO AS "PREMISES" AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF CAVEN POINT ROAD (60' R.O.W.), SAID POINT BEING THE COMMON LOT CORNER OF LOT 3 AND LOT 4, BLOCK 1491 AND ALSO BEING DISTANT 354± FEET FROM THE INTERSECTION OF THE AFORESAID WESTERLY LINE OF CAVEN POINT ROAD WITH THE SOUTHERLY LINE OF COMMERCIAL STREET (50' R.O.W.); AND RUNNING THENCE

1. S33°38'00"W ALONG THE AFORESAID WESTERLY LINE OF CAVEN POINT ROAD 25.00' TO A POINT BEING THE COMMON CORNER OF LOT 3 AND LOT 5 IN BLOCK 1491; THENCE
2. N55°49'03"W 328.33' ALONG THE COMMON LINE OF LOTS 3 & 5 IN BLOCK 1491 TO THE POINT OF CURVATURE; THENCE
3. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 716.68' (CENTRAL ANGLE OF 20°05'22") AND AN ARC LENGTH OF 231.29' (CHORD BEARING N65°51'44"E 250.00') TO THE POINT OF TANGENCY; THENCE
4. N75°54'25"W 590.00' TO AN ANGLE POINT; THENCE
5. N82°16'24"W 186.47' TO AN ANGLE POINT; THENCE
6. N71°00'27"W 49.91' TO AN ANGLE POINT; THENCE
7. N82°16'24"W 129.77' TO AN ANGLE POINT; THENCE
8. N45°00'31"W 108.67' TO AN ANGLE POINT; THENCE
9. N75°54'25"W ALONG THE SOUTHERLY LINE OF THE MORRIS CANAL 1178.63' TO AN ANGLE POINT; THENCE
10. S55°49'03"E ALONG THE SOUTHERLY LINE OF LOT 4 IN BLOCK 1491 459.46' TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 47,932.9 SQUARE FEET 1.10 ACRES.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

BEING A PART OR PORTION OF THE SAME PREMISES WHICH R.D. TIMPANY, AS TRUSTEE OF THE PROPERTY OF THE CENTRAL RAILROAD COMPANY OF NEW JERSEY, DEBTOR, BY CONVEYANCE DOCUMENT No. CNJ-CRC-RP-7, DATED MARCH 30, 1976 AND FILED AND RECORDED IN THE RECORDER'S OFFICE OF THE SECRETARY OF STATE FOR THE STATE OF NEW JERSEY ON OCTOBER 12, 1978, GRANTED AND CONVEYED UNTO CONSOLIDATED RAIL CORPORATION.

ABOVE DESCRIPTION PREPARED BY:

2517 HUGHWAY 35
BUILDING 1 • SUITE 201
MANASQUAN, NEW JERSEY 08736
TELEPHONE 908-223-8811
FAX 908-223-0416

EXHIBIT "A", Page 1 of 7



Michael G. Zilinski

MICHAEL G. ZILINSKI, P.L.S.

N.J.P.L.S. Lic. No. 30408

CASE NO. 71740

EXHIBIT A

PARCEL 2 of 3

All that certain piece or parcel of land of the grantor thereon as illustrated on grantors plan Number 050100290, situate in the city of Jersey City, county of Hudson and State of New Jersey which is bounded and described in accordance with a plat of survey identified as "ALTA/ACSM LAND TITLE SURVEY FOR CONRAIL PROJECT SITE 95605-43 CONRAIL SITE NO. NJ-0010-0510-A, JERSEY CITY, HUDSON COUNTY, NEW JERSEY", scale: 1 inch = 50 feet, dated Oct. 19, 1995, and revised to March 21, 1996 prepared by Michael G. Zilinski, P.L.S. No. 30408 of the State of New Jersey for the firm of Kenderian-Zilinski Associates, said plat of survey hereinafter referred to as "premises" and described as follows:

Beginning at a point in the westerly line of Caven Point Avenue (60' R.O.W.), Said point being distant the following two lettered courses from the intersection of the easterly line of Caven Point Avenue with the southerly line of Pacific Avenue (80' R.O.W.) And running thence:

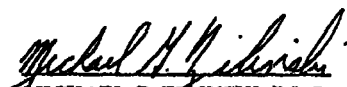
- A. S56°22'00"W along the southerly line of Pacific Avenue extended 60.00' to a point in the westerly line of Caven Point Avenue; thence
- B. S33°38'00"E along the aforesaid westerly line of Caven Point Avenue 220.28' to the point and place of beginning and running thence
 1. S33°38'00"E along the aforesaid westerly line of Caven Point Avenue 120.67' to point; thence
 2. S67°52'50"W 196.14' to a point of curvature; thence
 3. Along a curve to the left having a radius of 2799.00' (central angle of 12°05'59") and an arc length of 591.10' (chord bearing S61°49'50"W 590.00') to a point; thence
 4. Along a curve to the left having a radius of 875.00' (central angle of 10°41'44") and an arc length of 163.34' (chord bearing N73°52'37"W 163.10') to a point; thence
 5. Along a curve to the right having a radius of 2932.00' (central angle of 14°06'20") and an arc length of 721.82' (chord bearing N61°24'20"E 720.00') to a point of tangency; thence
 6. N68°27'30"E 171.47' to the POINT AND PLACE OF BEGINNING.

Containing 102,479.1 Sq. Ft. or 2.35 Acres

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Being a part or portion of the same premises which was conveyed to consolidated rail corporation, a Pennsylvania corporation by deed from Robert C. Haldeman, as trustee of the property of Lehigh valley railroad company, debtor, dated march 29, 1976; recorded Feb. 11, 1980 in the office of the clerk/register of Hudson county, in deed book 3296, page 1086 and by consummation order and final decree dated July 16, 1982, recorded October 12, 1982 in deed book 3360 page 98.

Above description prepared by:


MICHAEL G. ZILINSKI, P.L.S.
N.J.P.L.S. LIC. No. 30408



CASE NO. 71740

**EXHIBIT 'A'
PARCEL 3 OF 3**

A COPY OF THIS DEED HAS
BEEN SENT TO ASSESSOR'S OFFICE

ALL THAT CERTAIN property of the Grantor, together with all of the improvements thereon, being a portion of the line of railroad known as the Lehigh Valley Main Line and identified as Line Code 0501 in the Recorder's Office of Hudson County, New York in Deed Book 3296 at page 1091, also referenced as Grantor's Property Record, Filename 050100290, situate in the City of Jersey City, County of Hudson and State of New Jersey, all as indicated by "PS" on Grantor's Case Plan No. 71740, Sheet 7 of 7, dated February 12, 2003, which is attached hereto and made part hereof, being further described as follows:

BEGINNING at approximate railroad milepost 3.76, being the southwesterly line of Parcel 2 of 3, as described on Page 2 of 7, and shown on Page 6 of 7 of this Exhibit A, thence extending southwesterly to approximate railroad milepost 3.89, being the northerly line of property now or formerly of New Jersey Transit Corporation, the place of ending, all as indicated on aforesaid Case Plan.

CONTAINING 1.74 acres, more or less, of land.

BEING a part or portion of the same premises which Robert C. Haldeman, as Trustee of the Property of Lehigh valley Railroad Company, Debtor, by Conveyance Document No. LV-CRC-RP-2, dated March 29, 1976 and recorded on February 11, 1980 in the Recorder's office of Hudson County, New Jersey in Deed Book 3296 at page 1086 & c.; and also Filed and Recorded in the Recorder's Office of the Secretary of State for the State of New Jersey on October 12, 1978, granted and conveyed unto Consolidated Rail Corporation.

BK:07143 PG:00036

Exhibit 'A', Page 3 of 7



Exhibit A
 (See 020100200)



ALTA/ACSM LAND TITLE SURVEY

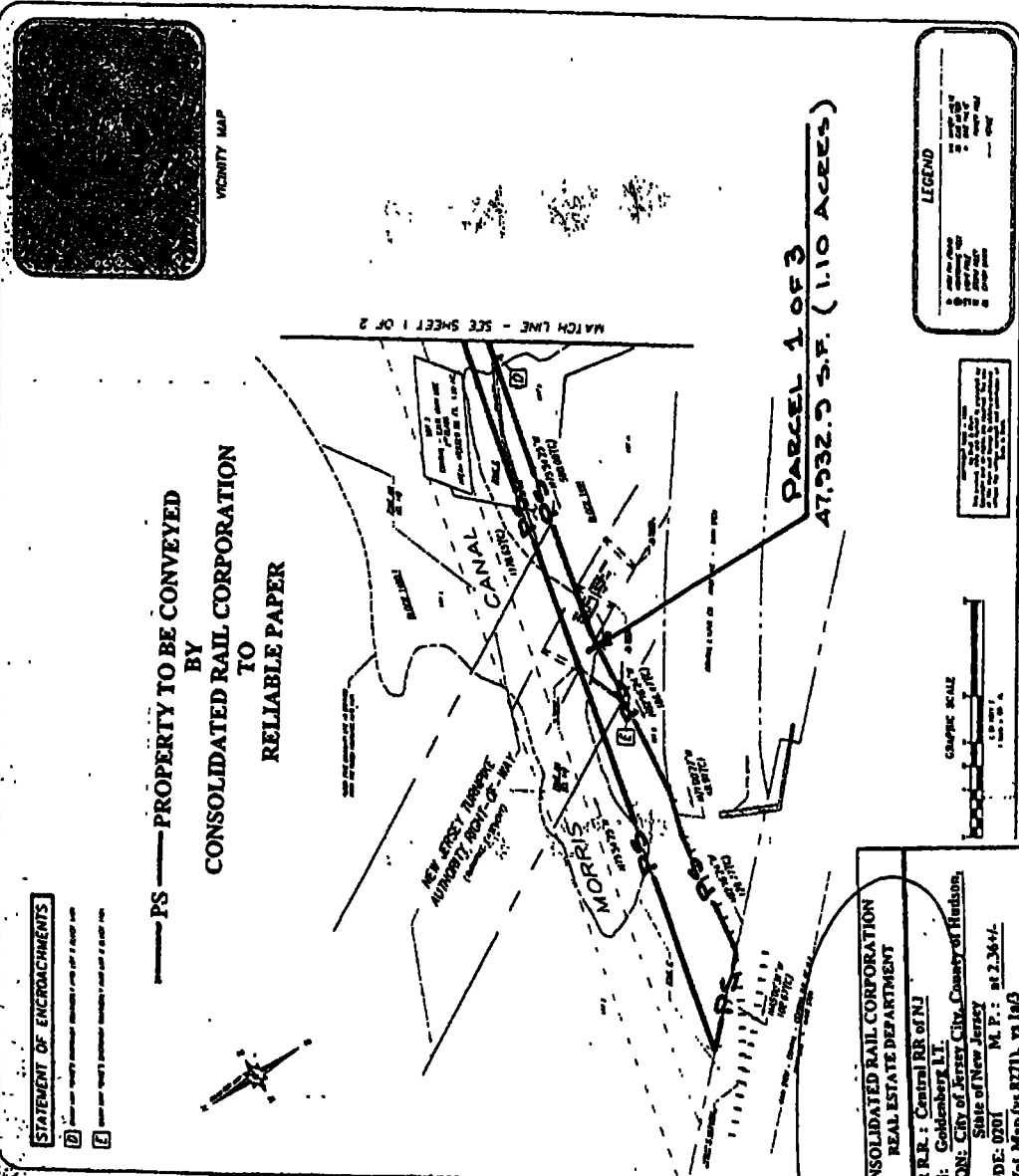
FOR
 Conrail Project
 Site No. 95809-17
 Jersey City
 HUDSON COUNTY NEW JERSEY
 Site Name: Goldenburg II
 Site Address: Cowen Point Road

SURVEYOR'S CERTIFICATION

I, the undersigned, being a duly qualified and licensed Surveyor in the State of New Jersey, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records and is a true and correct copy of the original survey as the same appears in my records and is a true and correct copy of the original survey as the same appears in my records.

MICHAEL P. ZILINSKI, P.L.S.
 State of New Jersey
 Surveyor

DATE: JULY 20, 1995
 P.D.C. PROJECT NO. 95809-17 SHEET 1 OF 3



STATEMENT OF ENCROACHMENTS

- 1. All encroachments shown on this map are the result of a field inspection of the property and are not the result of a title search.
- 2. The surveyor is not responsible for any encroachments that may exist but are not shown on this map.

— PS — PROPERTY TO BE CONVEYED
 BY
 CONSOLIDATED RAIL CORPORATION
 TO
 RELIABLE PAPER

CONSOLIDATED RAIL CORPORATION
 REAL ESTATE DEPARTMENT

FORMER R.R.: Central RR of NJ
 BRANCH: Goldenburg II
 LOCATION: City of Jersey City, County of Hudson,
 State of New Jersey

LINE CODE: 0201 M.P.: at 2.34+/-
 MAPS: Vol. Map (vs. 271), vs. 1a/3

FILENAME: 020100200
 DOC. No.: CNJ-CRC-RP-7

DATE: Feb. 12, 2003

Scale: as shown
 EXHIBIT "A"
 Page 5 of 7

A COPY OF THIS DEED HAS
 BEEN SENT TO ASSESSED

BK:07143 PG:00038

LEGEND

1. All areas shown on this map are subject to the provisions of the applicable zoning ordinance. The zoning ordinance is hereby incorporated by reference into this deed.

2. The area shown on this map is subject to the provisions of the applicable zoning ordinance. The zoning ordinance is hereby incorporated by reference into this deed.

3. The area shown on this map is subject to the provisions of the applicable zoning ordinance. The zoning ordinance is hereby incorporated by reference into this deed.

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9. The area shown on this map is subject to the provisions of the applicable zoning ordinance. The zoning ordinance is hereby incorporated by reference into this deed.

10. The area shown on this map is subject to the provisions of the applicable zoning ordinance. The zoning ordinance is hereby incorporated by reference into this deed.

ALTA/ACSM LAND TITLE SURVEY

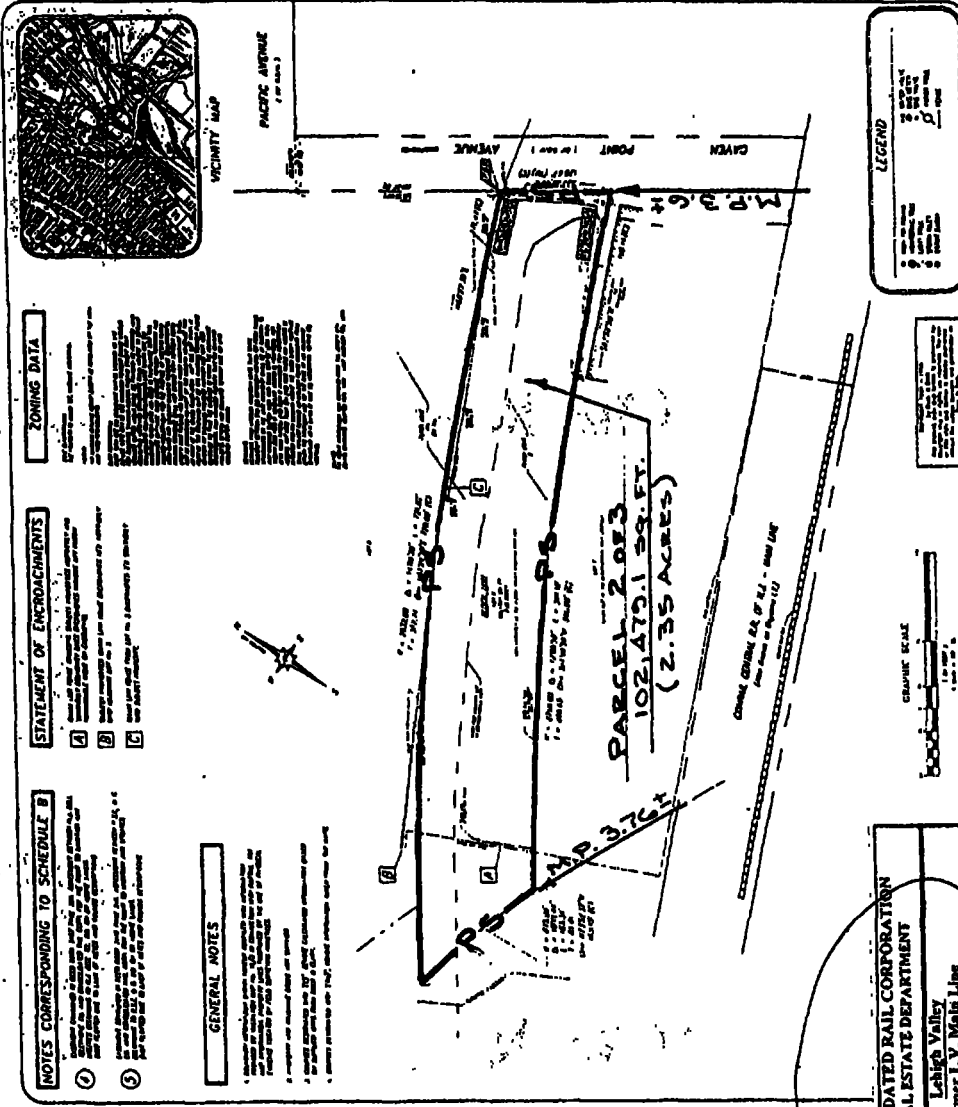
FOR
 Central Project
 Site No. 9588-001
 Jersey City, New Jersey
 HUDSON COUNTY, New Jersey
 Site Address: Central Project Road
 Site Address: Central Project Road

SURVEYOR'S CERTIFICATION

I, the undersigned, being a duly qualified and licensed Surveyor in the State of New Jersey, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records.

Michael J. Zilinski, P.L.S.
 Michael J. Zilinski, P.L.S.
 State of New Jersey
 Surveyor

DATE: 10/11/01
 BY: [Signature]
 TITLE: Surveyor



PS — PROPERTY TO BE CONVEYED
 BY
 CONSOLIDATED RAIL CORPORATION
 TO
 RELIABLE PAPER

A COPY OF THIS DEED HAS
 BEEN SENT TO ASSessor'S OFFICE

NOTES CORRESPONDING TO SCHEDULE B

1. The area shown on this map is subject to the provisions of the applicable zoning ordinance. The zoning ordinance is hereby incorporated by reference into this deed.

2. The area shown on this map is subject to the provisions of the applicable zoning ordinance. The zoning ordinance is hereby incorporated by reference into this deed.

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GENERAL NOTES

1. The area shown on this map is subject to the provisions of the applicable zoning ordinance. The zoning ordinance is hereby incorporated by reference into this deed.

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9. The area shown on this map is subject to the provisions of the applicable zoning ordinance. The zoning ordinance is hereby incorporated by reference into this deed.

10. The area shown on this map is subject to the provisions of the applicable zoning ordinance. The zoning ordinance is hereby incorporated by reference into this deed.

CONSOLIDATED RAIL CORPORATION
 REAL ESTATE DEPARTMENT

FORMER R.R.: Lehigh Valley
 BRANCH: Former L.V. Main Line
 LOCATION: City of Jersey City, County of Hudson,
 State of New Jersey

LINE CODE: 001
 MAPS: YAL Map (v. 2001), v. 1/2
 FILENAME: 050100290
 DOC. No.: LY-CRC-RP-2

Scale: as shown
 EXHIBIT "A"

DATE: Feb. 12, 2003
 Page 6 of 7

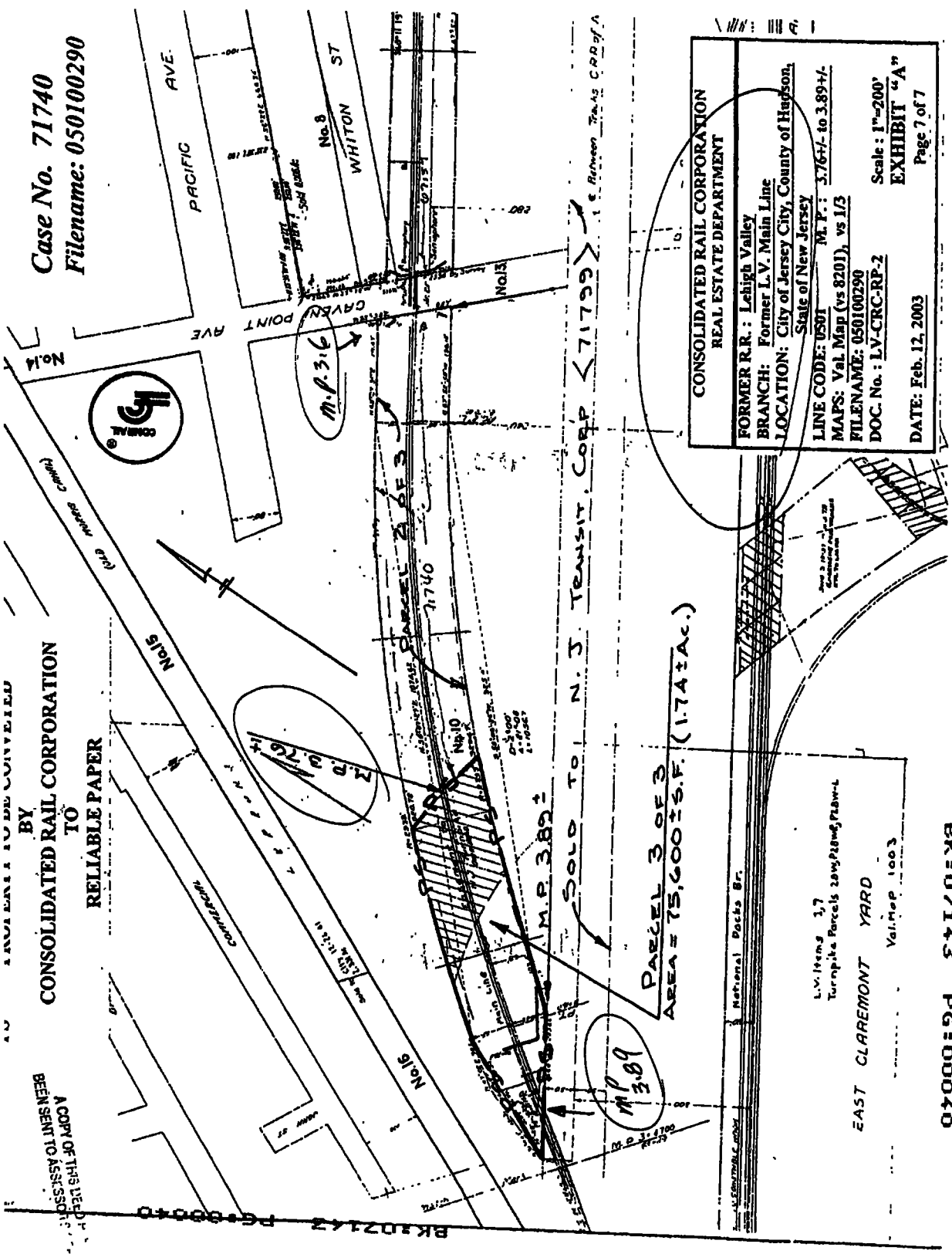
BK:07143 PG:00039

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

BY
CONSOLIDATED RAIL CORPORATION
TO
RELIABLE PAPER

A COPY OF THIS DEED
HAS BEEN SENT TO ASSURANCE

Case No. 71740
Filename: 050100290



CONSOLIDATED RAIL CORPORATION
REAL ESTATE DEPARTMENT
FORMER R.R.: Lehigh Valley
BRANCH: Former L.V. Main Line
LOCATION: City of Jersey City, County of Hudson,
State of New Jersey
LINE CODE: 0501 M.P.: 3.76+/- to 3.89+/-
MAPS: Val Map (vs 8201), vs 1/3
FILENAME: 050100290
DOC. No.: LV-CRC-RP-2
DATE: Feb. 12, 2003
Scale: 1"=200'
EXHIBIT "A"
Page 7 of 7

BK:07143 PG:00040

A COPY OF THIS DEED
SENT TO ASSESSOR'S OFFICE

000006522
RECEIVED
AND
RECORDED
DEE

05/08/2007 01:14P
WILLIE L. FLOOD
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 387484

Case 73187

THIS DEED, made the 1st day of April, in the year of our Lord Two Thousand Seven (2007),

BETWEEN CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Two Commerce Square, 2001 Market Street, 8TH Floor, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, and **PGSD, LLC**, a New Jersey Limited Liability Company, having a mailing address in care of Connell Foley LLP., Harborside Financial Center, 2510 Plaza Five, Jersey City, NJ 07311-4029, hereinafter referred to as the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of TWO MILLION FOUR HUNDRED THIRTY THOUSAND DOLLARS (\$2,430,000.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor does by these presents, remise, release and forever quitclaim unto the said Grantee, the heirs or successors and assigns of the said Grantee, all right, title and interest of the said Grantor of, in and to the Premises, Parcels 2, 3 and 4, as more particularly described on Exhibit 'A', pages 1 of 8 through 8 of 8 dated April 4, 2007, appended hereto and made a part hereof; and together with a permanent air rights easement (the "Easement") for the construction and use of a permanent overhead vehicular and pedestrian access bridge over Grantor's adjoining railroad and property, as more particularly described on Exhibit A, page 5 of 8 and as shown on Exhibit B, dated April 4, 2007, also appended hereto and made a part hereof.

EXCEPTING AND RESERVING, thereout and therefrom, unto the said Grantor, permanent, perpetual, exclusive, assignable and unrestricted easements and rights for any and all existing sewer, gas and water lines, poles, pipes, wires, cables, power, signal and communication lines, fiber optic lines, telecommunication lines and all their appurtenances, hereinafter referred to as "facilities", located in, on, under, over, above, beneath the surface, across or through the Premises; and together with the right to use, maintain, repair, replace, renew, rehabilitate and remove said facilities and their appurtenances; and further together with the right of unimpeded ingress and egress in, on, over, across and through the Premises for the aforesaid purposes.

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (3) any easements or agreements of record or otherwise affecting the Premises, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective heirs, legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of New Jersey now or hereafter in force with respect to the covenants set forth below:

BK:08205 PG:00206

TAX REFERENCE:

Block 1492
Lot 3B, 5 & 8

THIS INSTRUMENT PREPARED BY:

Robert J. Ryan

Consolidated Rail Corporation
2001 Market Street - 8TH Floor
Philadelphia, PA 19103

	State	N.P.H.R.F	Total
2430.00	6075.00	3420.00	26875.00
General	Public	Extra	1% Tax
8549.00	1215.00	5189.00	0.00

fee1

Date: 05/08/2007

(1.) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2.) Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the Premises and to any buildings or improvements now or hereafter erected thereon and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof.

(3.) A. Allocation of Specific Obligations to Remediate.

The parties shall, as between themselves, allocate obligations pertaining to any Remediation with respect to the Premises in accordance with this Section, without regard to considerations of fault, failure or negligence.

(i) Grantee shall be responsible after the date of this Deed for any Remediation arising from the existence or presence of any contamination in, on or about the Premises, including without limitation, any Hazardous Substances, except as specifically provided otherwise in Subsection A(ii) below.

(ii) Grantor shall be responsible for Remediation of Hazardous Substances in, on or about the Premises, provided that such Hazardous Substances: (1) resulted from a condition created by Grantor during the time the Premises was owned by Grantor; and (2) are a violation of applicable environmental laws or regulations in effect and as interpreted on the date of this Deed. Notwithstanding the aforesaid, Grantor shall not be liable for any Remediation resulting from any condition: (a) that Grantee had knowledge of or reasonable basis to suspect as of the date of this Deed; or (b) that Grantee could have discovered its presence upon the Premises by a duly diligent examination of the Premises or public records related thereto; or (c) which Grantee has failed to immediately notify Grantor of as provided for below. Grantor's liability for any Remediation for which it is otherwise responsible hereunder shall be no greater than that resulting from the condition of the Premises existing as of the date of this Deed regardless of any increase in Remediation costs or liability created by or resulting from events occurring after the date of this Deed, including the passage of time.

(iii) If at any time after the date of this Deed, any Hazardous Substances are discovered which are or may be the responsibility of Grantor to Remediate pursuant to Subsection A(ii) above, then Grantee shall immediately notify Grantor of such Hazardous Substances, and Grantor shall have the opportunity and right to investigate, determine its responsibility therefor, determine in connection with appropriate governmental or regulatory bodies the appropriate response or remedy for such Hazardous Substances and Remediate, with its own forces or contractors, and at its own expense, such Hazardous Substances to the satisfaction of appropriate regulatory bodies or to the additional extent deemed appropriate by Grantor. Grantor shall only be obligated to Remediate such Hazardous Substances to the extent that would be required for the now existing or most recent use of the Premises by Grantor, regardless of the current or proposed use of the Premises by Grantee. Grantee shall grant such rights of entry or other rights to Grantor, upon reasonable terms and without compensation, as may be necessary to allow Grantor to perform the inspections, remediation or other actions necessary to comply with this Subsection. In the event of a dispute concerning Grantor's responsibility for any Remediation hereunder, the parties shall cooperate to resolve such dispute as quickly as possible, and Grantee, unless required by valid judicial or regulatory order to take immediate action to Remediate a specific condition, shall, during the resolution of such dispute, take no actions inconsistent with Grantor's right to seek a determination from the appropriate regulatory or judicial body of the remedy required by law and to Remediate the Hazardous Substances with its own forces or contractors. Grantor shall not be liable to Grantee for any damages, costs or expenses incurred as a result of such Remediation, except that if Grantee is required by valid judicial or administrative order as provided above to take immediate action to Remediate any Hazardous Substances which are later determined

to be the responsibility of Grantor pursuant to this Subsection, Grantee shall be able to recover its actual and reasonable costs from Grantor.

B. Definition of "Hazardous Substance(s)". "Hazardous Substance(s)", as used in this Deed, shall mean any material or substance that is defined or classified as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601(14)) or Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); a "hazardous waste" pursuant to Section 1004 or 3001 of the Resource Conservation and Recovery Act (42 U.S.C. §§6903, 6921); a toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act (33 U.S.C. §1317(a)(1)); a "hazardous air pollutant" under Section 112 of the Clean Air Act (42 U.S.C. §7412); or a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990 (49 U.S.C. App. §1802(4)).

C. Definition of "Remediate" and "Remediation". "Remediate" or "Remediation", as used in this Deed, shall mean, any reasonable investigation and the formulation and implementation of any remedial action, containment, cleanup, response, treatment, removal, mitigation, abatement, elimination or control of any contamination.

D. Indemnity. The party made responsible by this Section for any Remediation shall: (1) satisfy said obligations; and (2) indemnify, defend and hold the other party (and its directors, officers, employees and agents) harmless from and against any claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with said Remediation.

E. Release. As a material part of the consideration to Grantor for the conveyance of the Premises, Grantee hereby expressly and irrevocably releases and forever discharges, and by these presents does, for its successors and assigns, release and forever discharge Grantor (including, without limitation, its directors, officers, employees, and agents) from any and all actions, suits, controversies, damages (compensatory, punitive or consequential), judgments, claims and demands whatsoever, in law, or in equity, which Grantee ever had, now has, or which it or its successors and assigns hereafter can, shall or may have against Grantor, arising out of or in connection with the presence of any contamination on the Premises, including without limitation, any Hazardous Substances, except to the extent Grantor fails to comply with its obligations set forth in Subsection A(ii) above, or Grantee is entitled to recover the cost of any Remediation pursuant to Subsection A(ii). Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with Grantee's prosecution of any of its legal remedies against any third party who might have concurring or joint liability for matters for which Grantee has released Grantor pursuant to this Subsection. Each party expressly waives, to the extent it lawfully may do so: (i) the benefits of any statute that would relieve it of any obligations that it has assumed under this Section, and (ii) any defense predicated on alleged misrepresentations of fact or the nondisclosure of any fact.

(4.) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

(5.) By acceptance and recordation of this Instrument, Grantee hereby understands, agrees, and accepts the Premises herein conveyed without access thereto over Grantor's remaining property and shall make no claim therefor, express or implied.

(6.) Grantor shall not be liable or obligated to provide lateral support for the surface of the Premises, and Grantee waives all right to ask for, demand, recover or receive any relief or compensation for any damage that may be caused by the sliding, shifting, or movement of any part of the slope or embankment supporting the Premises. Grantee shall use due diligence to prevent the drainage or seepage of water, or the precipitation of snow or ice, or anything whatever, from the Premises onto, under or upon the adjoining and adjacent lands of Grantor.

- (7.) Grantee will make no change to the present contour of the Premises which will result in any increase in the amount of surface water being discharged onto the remaining land of the Grantor, its successors and assigns; and Grantee hereby agrees that it will, in any future development of the Premises, grade and slope Grantee's property in such a manner so as to direct any surface or run off water away from property and right-of-way of Grantor.
- (8.) As a further consideration for this conveyance, Grantee shall and will at its sole cost and expense and within one hundred eighty (180) days after the delivery of this instrument, erect and thereafter maintain a fence and/or suitable barrier of sufficient strength and height along Grantor's and Grantee's common property line of the Premises in order to prevent any encroachment or trespassing by persons or vehicles upon the adjoining and adjacent land and property of Grantor; said fence or barrier shall be constructed to the satisfaction of Grantor's Chief Engineer. It being expressly understood and agreed that said Grantee shall and will at all times hereafter indemnify, protect, defend and save harmless the Grantor from and against any and all cost or expense resulting from any and all losses, damages, suits, claims, demands, costs or charges which Grantor may directly or indirectly suffer, sustain or be subjected to by reason or on account of the Grantee's failure to erect and maintain said fence or barrier.

TOGETHER with a Grant of Easement, insofar as its right and title permits it so to do, unto the said Grantee, the successors and assigns of the Grantee, a permanent air rights easement for the construction and use of a permanent overhead vehicular and pedestrian access bridge for the purpose of providing and reserving to the benefit of parcels 2, 3 and 4, continuous and uninterrupted means of ingress and egress for vehicular and pedestrian access to, over, and through said parcels 2, 3 and 4 (the "Easement"), which shall be constructed above and over Grantor's adjoining railroad and property upon the following terms and conditions:

The Easement herein granted is subject to the railroad and any other facilities which may be located in, on, over, above, across, through or beneath the surface of that portion of the said Premises covered by the Easement; and the Grantor reserves for itself and its successors and assigns, the right to use said Premises covered by the Easement or any part or parts thereof for any railroad purposes and also for any and all other purposes which are not inconsistent with or which do not interfere unreasonably with the exercise by Grantee of the rights herein granted.

AS further consideration for the Easement granted herein, Grantee hereby covenants and agrees with the Grantor herein that:

- (a) The rights hereby granted are subordinate to the paramount right of the Grantor to use and occupy all or any portion of the Premises covered by the Easement in any manner whatsoever, provided, however, that any such use or occupancy shall not interfere unreasonably with the exercise by Grantee of the rights herein granted.
- (b) Grantee, prior to the start of any work whatsoever on Premises covered by the Easement or on any of Grantor's land adjacent to the Premises will first enter into a written agreement with Grantor's Chief Engineer for any construction above the Premises covered by the Easement. All work done in conjunction with Grantee's Easement shall be done in accordance with the provisions of the written agreement ("Project") to be entered into between Grantor and Grantee. In the event that Grantee enters upon the Premises covered by the Easement to start any type of work associated with the Easement prior to said written agreement, then Grantor shall be deemed to be entitled to an injunction against the Grantee due to Grantee performing work on the Premises covered by the Easement associated therewith prior to the execution of said written agreement; Grantee

shall be responsible for the full reimbursement of any and all of Grantor's costs and expenses associated with Grantor seeking and/or obtaining injunctive relief, including any damages resulting therefrom. In no event, however, shall the Grantor be entitled to terminate these rights and easement for mere breach of this condition.

- (c) The air rights easement area's minimum vertical clearance shall be twenty-three (23.0) feet above the top of rail and a minimum horizontal clearance of twenty-five (25.0) feet from the centerline of the near rail. The bridge will completely span Grantor's right of way and no bridge supports will be constructed on Grantor's property. Grantee will provide the necessary drainage for the structure as specified by Grantor's Chief Engineer.
- (d) All costs and expenses in connection with the installation, maintenance, repair, renewal, rehabilitation and removal of the bridge, including any Grantor required fencing, surveys, drawings, plans, specifications, engineering, title work, transfer taxes, recording fees and flagmen to protect Grantor's property, shall be borne entirely by the Grantee.
- (e) Grantee covenants and agrees that it will at all times indemnify, protect and save harmless the said Grantor from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which it may directly or indirectly suffer, sustain or be subjected to by reason of or on account of the construction, presence, use, maintenance, or removal of Grantee's bridge and appurtenance over and above the Premises covered by the Easement, whether such losses or damages be suffered or sustained by the Grantor directly or by its employees, patrons, licensees and agents or be suffered or sustained by other persons or corporations, including but not limited to the Grantee, its employees, licensees, or agents who may seek to hold the Grantor liable therefore, and whether attributable to the fault, failure or negligence of the Grantor or otherwise.
- (f) If and when all or any part of the bridge located on the Premises covered by the Easement is removed or shall cease to be used by the Grantee for a period in excess of ninety (90) days, then that portion of the Easement and right pertaining to the removed or unused portion of the Easement and right pertaining to such Easement and rights shall revert to the Grantor with the same force and effect as if these presents had never been made. This condition shall not apply to removal of all or any part of the bridge for the express purpose of replacing the same. Moreover, this condition shall have not application to a cessation in use which is beyond the control of the Grantee, including, but not limited to, an order of any court or municipal board having jurisdiction over the bridge enjoining Grantee's use of same, but only for so long as said cessation in use is beyond Grantee's control.
- (g) Grantee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Grantor by reason of the aforesaid Easement; and Grantee further covenants and agrees to pay Grantor promptly upon bills rendered therefore the full amount of any assessments, taxes or charges of any kind whatsoever which may be levied, charged, assessed or imposed against Grantor to its property by reason of the aforesaid Easement.

TO HAVE AND TO HOLD, the GRANT OF EASEMENT herein granted, unto the Grantee, for the uses and purposes aforesaid, UNDER and SUBJECT and provided as aforesaid.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor as well at law as in equity or otherwise howsoever of, in and to the same and every part thereof, UNDER and SUBJECT and EXCEPTING AND RESERVING as aforesaid.

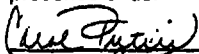
5 BK:08205 FG:00210

TO HAVE AND TO HOLD, all and singular, the said Premises, together with the appurtenances, unto the Grantee, the heirs or successors and assigns of the Grantee, forever, UNDER and SUBJECT and provided as aforesaid.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be signed in its name and behalf by its Director-Real Estate duly authorized thereunto and has caused its corporate seal to be hereunto affixed and attested by its Assistant Corporate Secretary, the day and year first above written.


SEALED and
DELIVERED in the
presence of us:


CAROL POTIRI

CONSOLIDATED RAIL CORPORATION
By:


Robert W. Ryan
Director-Real Estate

ATTEST:


CAROL POTIRI


Sandra L. Compas
Assistant Corporate Secretary

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Philadelphia) SS

BE IT REMEMBERED, that on this 11th day of April in the year Two Thousand Seven (2007), before me, the subscriber, a Notary Public for the Commonwealth and County aforesaid, personally appeared Robert W. Ryan, Director-Real Estate of CONSOLIDATED RAIL CORPORATION, the corporate Grantor named in the within Instrument, who I am satisfied is the person who has signed the within Instrument on behalf of said Corporation; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as such officer aforesaid; that the foregoing Instrument is the voluntary act and deed of said Corporation, made by virtue of authority from its Board of Directors; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within Instrument is TWO MILLION FOUR HUNDRED THIRTY THOUSAND Dollars (\$2,430,000.00).


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ANTHONY RICHARD DIARENZO, Notary Public
City of Philadelphia, Phila County
My Commission Expires September 25, 2008

CASE NO. 73187
CHICAGO TITLE INSURANCE COMPANY

File Number: HTA-2002-360

SCHEDULE C
LEGAL DESCRIPTION

**A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE**

All that certain tract or parcel of land, situate in the City of Jersey City, County of Hudson and State of New Jersey, bounded and described as follows:

ALL THOSE CERTAIN pieces or parcels of land of the Grantor, together with all improvements thereon, being portions of the two lines of railroad known as (1) the Lehigh Valley Main Line and identified as Line Code 0501, as references on the Grantor's property record, filename 050100390, and (2) the Jersey Central Main Line, and identified as Line Code 0201, as referenced on Grantor's property record 020100200, situate in the City of Jersey City, County of Hudson and State of New Jersey, which is bounded and described in accordance with a Plat of Survey, identified as Project No. 030561001, Sheets 2, 3 and 4 of 4, dated June 14, 2004 and revised to January 11, 2005, prepared by Martin F. Tirelli, Professional Land Surveyors, N.J., License No. 27477, for Schoor DePalma, Engineers and Consultants of Manalapan, New Jersey, as follows:

PARCEL 2, PART OF LOT 3B, BLOCK 1492

All that certain lot, tract or parcel of land situate, lying and being in the City of Jersey City, in the County of Hudson, and the State of New Jersey and being all of Parcel 2, part of Lot 3B, Block 1492, said lot as shown on a certain map entitled "Plan of Survey, Conrail Properties, Block 1492, Lot 3B, 7, 8 and Part of Lot 5, City of Jersey City, Hudson County, New Jersey", prepared by Schoor DePalma, Manalapan, dated June 14, 2004, revised to January 11, 2005, and being further described as follows, to wit:

BEGINNING at the point of intersection formed by the existing northwesterly line of The Conrail L.V.R.R., National Docks Branch Line, with the existing southeasterly line of Lot 3D, Block 1492, said adjoining lot as shown on the aforesaid plan. The exact point of said intersection of said Lot 3D and Conrail L.V.R.R., National Docks Branch is described as follows:

BEGINNING at the point of intersection of the southeasterly boundary line of Lot 7, Block 1492, with the southeasterly boundary line of Lot 3B, Block 1492, said lots as shown on the aforesaid plan, and from said point running thence

- a. South thirty six degrees nine minutes forty two seconds West, (S 36° 09' 42" W), along the northwesterly boundary line of Conrail L.V.R.R. National Docks Branch Line, a distance of five hundred twenty two and two hundredths feet (522.02') to a point; thence
- b. Still along the northwesterly boundary line of Conrail L.V.R.R. National Docks Branch Line, South forty-six degrees thirty-three minutes forty seconds West, (S 46° 33' 40" W), a distance of one hundred thirty five and ninety-eight hundredths feet (135.98'), to a point; thence
- c. Still along the same, South forty-six degrees thirty-three minutes forty seconds West, (S 46° 33' 40" W), a distance of fifty-seven and one hundredth feet (57.01') to a point; thence
- d. Still along the same, on a curve to the right, having a radius of eight hundred forty-three and thirty seven hundredths feet (843.37'), an arc length of one hundred twelve and eighty-nine hundredths feet (112.89') (central angle 7° 40' 10") and a chord bearing North 52 degrees 19 minutes 22 seconds East, a distance of 112.81 (survey), to a point; thence

Issued by:
Horizon Title Agency
65 State Highway 4 - Suite 3
River Edge, NJ 07661
Telephone: 201-226-0096 Fax: 201-226-0093

Schedule C - Legal Description

Exhibit A, Page 6 of 8 08205 PG:00212

CHICAGO TITLE INSURANCE COMPANY

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- e. Still along the same, on a curve to the right, having a radius of one thousand four hundred forty and eighty-nine hundredths feet (1240.89'), an arc length of one hundred sixty-three and twelve hundredths feet (163.12') (central angle $07^{\circ} 31' 54''$), chord bearing of North 60 degrees 31 minutes 12 seconds East, a distance of 163 feet to a point, thence
- f. South sixty-four degrees six minutes thirty-three seconds West, ($S 64^{\circ} 06' 33'' W$), one hundred twenty-four and forty hundredths feet (124.40') to a point in the said northwesterly boundary line of Conrail L.V.R.R. National Docks Branch Line (also a point in the southeasterly boundary line of Lot 3D) as shown on the aforesaid plan, being the point or place of BEGINNING, and from thence running:
1. North forty-four degrees twenty-one minutes forty-two seconds East, ($N 44^{\circ} 21' 42'' E$), a distance of four hundred fifty-seven and thirty-eight hundredths feet (457.38'), along the aforesaid existing southeasterly line of Lot 3D, to a point in the same, said line also being the parcel 2 northeasterly limit line as shown on said plan; thence
 2. South thirty-seven degrees thirty minutes thirteen seconds East, ($S 37^{\circ} 30' 13'' E$), a distance of one hundred six and twenty-seven hundredths feet (106.27'), along the aforesaid said parcel 2 northeasterly limit line to a point in the existing northwesterly line of The Conrail L.V.R.R. National Docks Branch Line, said line as shown on the aforesaid plan; thence
 3. South forty-six degrees thirty-three minutes forty seconds West ($S 46^{\circ} 33' 40'' W$), a distance of fifty-seven and one hundredths feet (57.01'), along the aforesaid existing northwesterly line of The Conrail L.V.R.R. National Docks Branch Line, to a point of curvature in the same; thence
 4. Southwesterly on a curve having a radius of eight hundred forty-three and thirty-seven hundredths feet (843.37'), and curving to the right, an arc length of one hundred twelve and eighty-nine hundredths feet (112.89'), (central angle $07^{\circ} 40' 10''$), and a chord bearing of North 52 degrees 19 minutes 22 seconds East, distance of one hundred twelve and eighty-one hundredths feet (112.81'), along the aforesaid existing northwesterly line of The Conrail L.V.R.R. National Docks Branch Line, to a point of compound curvature in the same; thence
 5. Southwesterly, on a curve having a radius of one thousand two hundred forty and eighty-nine hundredths feet (1240.89'), and curving to the right, an arc length of one hundred sixty-three and twelve hundredths feet (163.12'), (central angle $07^{\circ} 31' 54''$), a chord bearing of North 60 degrees 31 minutes 12 seconds East, a distance of one hundred sixty-three and zero hundredths feet (163.00'), still along the aforesaid existing northwesterly line of The Conrail L.V.R.R. National Docks Branch Line; thence
 6. South sixty-four degrees six minutes thirty-three seconds West, ($S 64^{\circ} 06' 33'' W$), a distance of one hundred twenty-four and forty hundredths feet (124.40'), still along the aforesaid existing northwesterly line of The Conrail L.V.R.R. Docks Branch Line, to a point in the same, the point and place of BEGINNING.

Containing 0.70 acres or land, more or less.

PARCEL 3, PART OF LOT 3B, BLOCK 1492

All that certain lot, tract or parcel of land situate, lying and being in the City of Jersey City, County of Hudson and State of New Jersey and being all of Parcel 3, part of Lot 3B, Block 1492, said lot as shown on a certain map entitled "Plan of Survey, Conrail Properties, Block 1492, Lot 3B, 7, 8 and Part of Lot 5, City of Jersey City, Hudson County,

Issued by:

Horizon Title Agency

65 State Highway 4 - Suite 3

River Edge, NJ 07661

Telephone: 201-226-0096 Fax: 201-226-0093

Schedule C - Legal Description

Exhibit A, Page 2 of 8

AHPB
JUL 27 2008

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PG:00213

CHICAGO TITLE INSURANCE COMPANY

New Jersey", prepared by Schoor DePalma, Manalapan, dated June 14, 2004, revised to January 11, 2005, and being further described as follows, to wit:

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

BEGINNING at the point of intersection formed by the existing southeasterly line of Lot 3D, block 1492, said adjoining lots as shown on the aforesaid plan, with the existing northeasterly line of Richard Street, if extended to intersect, with the same. Said beginning point also being the intersection of the said southeasterly line of Lot 3D, Block 1492, with the northeasterly boundary line of Parcel 2, Part of 3B, etc, set forth on the plan of survey shown above, and from said point of running; thence

1. North forty-four degrees twenty-one minutes forty-two seconds East, (N 44° 21' 42" E), five hundred eighty-two and sixty-one hundredths feet (582.61'), along the aforesaid existing southeasterly line of Lot 3D, and beyond, along the existing southeasterly line of Lot 1A, Block 1492, to a point of curvature in the same, said adjoining lots as shown on the aforesaid plan; thence
2. Northeasterly, on a curve having a radius of two thousand eight hundred nineteen and seventy-nine hundredths feet (2819.79'), and curving to the left, an arc length of three hundred ninety-three and sixty-four hundredths feet (393.64') (central angle 07° 59' 55"), a chord bearing of North 40 degrees 21 minutes 45 seconds East, 393.33 feet, along the aforesaid existing southeasterly line of Lot 1A, Block 1492, said adjoining lot as shown on the aforesaid plat about to be filed; thence
3. North fifty-two degrees forty minutes fifty-two seconds East, (N 52° 42' 52" E), a distance of one hundred ninety-nine and seventy hundredths feet (199.70'), along the aforesaid existing southeasterly line of Lot 1A, Block 1492, to a point in the same; thence
4. South twenty-three degrees forty-five minutes twenty-two seconds West, (S 23° 45' 22" W), twenty and zero hundredths feet (20.00'), along an existing southwesterly line of Lot 5, Block 1492, to an angle point in the same, said adjoining lot as shown on the aforesaid plan; thence
5. South thirty-nine degrees five minutes twenty-two seconds West, (S 39° 05' 22" W), three hundred five and thirty-two hundredths feet (305.32'), still along the existing northwesterly line of Lot 5, Block 1492, to an angle point in the same; thence
6. South thirty degrees twelve minutes zero seconds West, (S 30° 12' 00" W), one hundred nine and five hundredths feet (109.05'), along the aforesaid northwesterly line of Lot 8, Block 1492, to a point in the existing northwesterly line of The Conrail L.V.R.R. National Docks Branch Line, to a point in the same; thence
7. South fifty-eight degrees forty two minutes fifty-four seconds West, (S 58° 42' 54" W), one hundred ten and zero hundredths feet (110.00'), still along the existing northwesterly line of The Conrail L.V.R.R. National Docks Branch Line, to a point in the same; thence
8. South thirty-six degrees nine minutes forty-two seconds West, (S 36° 09' 42" W), a distance of five hundred twenty-two and two hundredths feet (522.02'), still along the aforesaid existing northwesterly line of The Conrail L.V.R.R. National Docks Branch Line, to an angle point in the same; thence
9. South forty-six degrees thirty-three minutes forty seconds West, (S 46° 33' 40" W), a distance of one hundred thirty-five and ninety-eight hundredths feet (135.98'), still along the existing northwesterly line of The Conrail L.V.R.R. National Docks Branch Line, to a point in the same; thence

Issued by:

Horizon Title Agency
65 State Highway 4 - Suite 3
River Edge, NJ 07661
Telephone: 201-226-0096 Fax: 201-226-0093

CHICAGO TITLE INSURANCE COMPANY

10. North thirty-seven degrees thirty minutes thirteen seconds West, (N 37° 30' 13" W), one hundred six and twenty-seven hundredths feet (106.27'), passing through a portion of Lot 3B, Block 1492, along the aforesaid parcel limit line between Parcel 2 and Parcel 3, to a point in the aforesaid northwesterly line of same, the point and place of BEGINNING.

Containing 1.73 acres of land, more or less.

PARCEL 4, PART OF LOT 5, BLOCK 1492

All that certain lot, tract or parcel of land situate, lying and being in the City of Jersey City, County of Hudson and State of New Jersey and being all of Parcel 4, part of Lot 5, Block 1492, said lot as shown on a certain map entitled "Plan of Survey, Conrail Properties, Block 1492, Lot 3B, and Parts of Lots 5 and 8, City of Jersey City, Hudson County, New Jersey", prepared by Schoor DePalma, Manhattan, dated June 14, 2004, revised to January 11, 2005, and being further described as follows, to wit;

BEGINNING at the point of intersection formed by the existing southeasterly line of Lot 7, Block 1492, said adjoining lot as shown on the aforesaid plan, with the existing northwesterly line of the Conrail L.V.R.R. National Docks Branch Line, and from said point running:

1. North thirty degrees twelve minutes zero seconds East, (N 30° 12' 00" E), a distance of one hundred nine and five hundredths feet (109.05'), partially along the aforesaid southeasterly line of Lot 7, block 1492, to a point in the same, said adjoining lot as shown on the aforesaid plan, thence
2. North thirty-nine degrees forty five minutes twenty-two seconds East, (N 39° 05' 22" E), a distance of three hundred five and thirty-two hundredths feet (305.32'), along the northwesterly line of Lot 5, Block 1492, to an angle point in the same, said adjoining lot as shown on the aforesaid plan; thence
3. North twenty-three degrees forty-five minutes twenty-two seconds East, (N23° 45' 22" E), a distance of fifty-four and thirty-five hundredths feet (54.35'), still along a northwesterly line of Lot 5 and also partially along the existing southeasterly line of Lot 1A, Block 1492, to a point in the existing southeasterly line of The Hudson-Bergen Light Rail System Right of Way, (Variable Width R.O.W), said adjoining lot as shown on the aforesaid plan; thence
4. North fifty-eight degrees twenty-four minutes one second East, (N 58° 24' 01" E), a distance of seven hundred seventy-nine and fifty-six hundredths feet (779.56'), along the aforesaid southeasterly line of The Hudson- Bergen Light Rail System Right of Way, (Variable Width R.O.W), to a point in the same, said adjoining lot as shown on the aforesaid plan; thence
5. North sixty-eight degrees twenty -two minutes forty-six seconds East, (N 68° 22' 46" E), a distance of one thousand one hundred thirty-two and zero hundredths feet (1132.00') passing through a portion of Lot 5, Block 1492, to a point in the existing southeasterly line of Lot 5, Block 1492, where it intersects The Conrail L.V.R.R. National Docks Branch Line, said adjoining lots as shown on the aforesaid plan; thence
6. South fifty-eight degrees forty-two minutes fifty-four seconds West, (S 58°42'54" W), two thousand three hundred twenty-three and thirty-eight hundredths feet (2232.38') still along the aforesaid northwesterly line of The Conrail L.V.R.R. National Docks Branch Line, to a point in the same, the point and place of BEGINNING.

Containing 6.71 acres of land, more or less.

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Horizon Title Agency
65 State Highway 4 - Suite 3
River Edge, NJ 07661

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Schedule C - Legal Description

Exhibit A, Page 4 of 8 08205 PG:00215

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

CHICAGO TITLE INSURANCE COMPANY

BEING parts or portions of the same premises which Robert C. Haldeman, as Trustee of the Property of Lehigh Valley Railroad Company, Debtor, by Conveyance Document No LV-CRC-RP-2, dated March 29, 1976 and Filed and Recorded on October 12, 1978 in the Secretary of State's Office for the State of New Jersey and also recorded in the Recorder's Office of Hudson County, New Jersey on February 11, 1980, in Deed Book Volume 3296 at page 1086 & c., and which R.D. Timpany, as Trustee of the property of Conrail Company of New Jersey, by Conveyance Document CNU-CRC-RP-7, dated March 30, 1976 and Filed and Recorded on October 12, 1978 in the Secretary of State's Office for the State of New Jersey and also recorded in the Recorder's Office of Hudson County, New Jersey on October 1, 2003 in Deed Book 7143 at Page 1 & c., granted and conveyed unto Consolidated Rail Corporation.

TOGETHER WITH AND SUBJECT TO THE FOLLOWING:

ALL THAT CERTAIN Aerial Easement above a certain piece or parcel of land of the Grantor, being a portion of the line of railroad known as the National Docks Branch and identified as Line Code 0509, as referenced on Grantor's property record, filenames 050900360 and 050100390, situate in the City of Jersey City, County of Hudson and State of New Jersey, as indicated on Page 2 of 2 of this Exhibit B, being a Plat of Survey, identified as Project No. 030561001, Sheet 2 of 4, dated June 14, 2004 and revised to January 11, 2005, prepared by Martin F. Tirella, Professional Land Surveyor, N.J. License No. 27477, for Schoor DePalma, Engineers and Consultants of Manalapan, New Jersey, which is attached hereto and made a part hereof.

SEE ATTACHED PLAT MAP FOR SUBJECT EASEMENT

BEING a part or portion of the same premises which Robert C. Haldeman, as Trustee of the Property of Lehigh Valley Railroad Company, Debtor, by Conveyance Document No. LV-CRC-RP-2, dated March 29, 1976 and Filed and Recorded on October 12, 1978 in the Secretary of State's Office for the State of New Jersey and also in the Recorder's Office of Hudson County, New Jersey on February 11, 1980, in Deed Book Volume 3296 at page 1086 & c., granted and conveyed unto Consolidated Rail Corporation.

A COPY OF THIS DEED
WAS SENT TO ASSESSOR'S OFFICE

Issued by:

Horizon Title Agency
65 State Highway 4 - Suite 3
River Edge, NJ 07661

Telephone: 201-226-0096 Fax: 201-226-0093

Schedule C - Legal Description

Exhibit A, Page 5 of 8

BK=08205 PG=00216

2000 1000 500 0



一、關於「中國共產黨」
 二、關於「中國革命」
 三、關於「中國前途」
 四、關於「中國青年」
 五、關於「中國婦女」
 六、關於「中國兒童」
 七、關於「中國農民」
 八、關於「中國工人」
 九、關於「中國商人」
 十、關於「中國知識份子」
 十一、關於「中國宗教」
 十二、關於「中國藝術」
 十三、關於「中國科學」
 十四、關於「中國教育」
 十五、關於「中國法律」
 十六、關於「中國政治」
 十七、關於「中國經濟」
 十八、關於「中國文化」
 十九、關於「中國社會」
 二十、關於「中國歷史」
 二十一、關於「中國地理」
 二十二、關於「中國民族」
 二十三、關於「中國語言」
 二十四、關於「中國文字」
 二十五、關於「中國音樂」
 二十六、關於「中國戲劇」
 二十七、關於「中國體育」
 二十八、關於「中國衛生」
 二十九、關於「中國交通」
 三十、關於「中國外交」
 三十一、關於「中國國防」
 三十二、關於「中國國際關係」
 三十三、關於「中國世界和平」
 三十四、關於「中國人類進步」
 三十五、關於「中國未來」

Case No. 73187
FILENAMES: 050100390 and 020100200

BK:08205 PG:00219

Exhibit A, Page 8 of 8

PARCELA
 CONCRETE LAYER WITH JAIL MAIN STEEL
 PROPOSED PARCEL 4 TO BE ACQUIRED
 MEASURED BY
 6.19 AC

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PLAN OF SURVEY MAP OF CORPUS PROPERTIES DATE: 1984 CITY OF ALBUQUERQUE		SHEET NO. 5 OF 5	PROJECT NO. 73187 PROJECT NAME:	DRAWN BY: [Signature] CHECKED BY: [Signature]	SCALE: 1" = 100'	TITLE:
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PROJECT NO. 73187 PROJECT NAME:	DRAWN BY: [Signature] CHECKED BY: [Signature]	SCALE: 1" = 100'	TITLE:
------------------------------------	--	------------------	--------

Case No. 73187
 FILENAMES: 050900360
 and 050100390

CG-00220

CONRAE L.V.R. MAIN LINE MAIN STEIN
 PROPOSED PARCEL 2 TO BE ACQUIRED
 14.00 AC.

CONRAE L.V.R. MAIN LINE MAIN STEIN
 PROPOSED PARCEL 3 TO BE ACQUIRED
 12.75 AC.

Hudson - Bergen Light Rail System

CONRAE L.V.R. MATERIAL DOCKS BRANCH

CONSOLIDATED RAIL CORPORATION
 REAL ESTATE DEPARTMENT

FORMER R.R. : L.V. RR
 BRANCH: National Dock Secondary
 LOCATION: Jersey City, Hudson County, New Jersey
 LINE CODE: 992 M. P. : 4.29 +/-
 MAPS: YAL 0509 (0501) w/14 and 17
 FILENAME: 050900360 and 050100390
 DOC. No. : L.V.-CRIC-RP-2
 SCALE: Reduced
 DATE: APRIL 4, 2007

EXHIBIT "B"

Approximate "Bridge" Aerial Easement location
 30 +/- feet wide x 50 feet long



		PLAN OF SURVEY CONRAE PROPERTIES DATE: APR 4, 2007 CITY OF JERSEY CITY
PROJECT NO.: 73187 DRAWING NO.: 050900360 DATE: APR 4, 2007	SCHOOR DEPALMA ENGINEERS AND ARCHITECTS 1000 NEW YORK AVENUE, SUITE 200 JERSEY CITY, NJ 07310 TEL: 201-734-1000 FAX: 201-734-1001 WWW.SCHOORDEPALMA.COM	SHEET NO.: 1 OF 1 TOTAL SHEETS: 1

Exhibit B

State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, page 2):Name(s) CONSOLIDATED RAIL CORPORATIONCurrent Resident Address 405 DIVISION STREETCity, Town, Post Office ELIZABETH State NJ Zip Code 07201**PROPERTY INFORMATION** (Brief Property Description):Block(s) 1492 Lot(s) 33, 5 & 8 Qualifier _____

Street Address _____

City, Town, Post Office JERSEY CITY State NJ Zip Code _____Seller's Percentage of Ownership 100% Consideration \$2,430,000.00 Closing Date 4/16/07**SELLER ASSURANCES** (Check the Appropriate Box):

1. ☐ I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the Federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION.) If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

SELLER(S) DECLARATION:

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

4/16/07

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

ROBERT W. RYAN
BK:08205 PG:00220-01

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen:1 of 5

0906 Block: 1491 Lot: 1.A Q: M
Prior Block: Lot: Q: 08/17/05
Loc: 11 CAVEN POINT AVE. 06 JERSEY CITY, NJ 00000
Owner: RELIABLE REALTY, L.L.C. Billing Code: 00000
Street: ONE CAVEN POINT AVE. Account Num: 00248872
Town: JERSEY CITY, NEW JERSEY Zip: 07305 Mtg Acct#: 0
Class: 1 Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 09/23/03 Bk: 7143 Pg: 29 Price: 650000 NU#: Cd: R: 53.85

	2009	2010	Taxes	Exemptions/Abatelements
Land:	350000	350000	NmH1-71: 5295.52 1	0
Impr:	0	0	NmH2-72: 5704.98 2	0
	0	0	MH1-73: 5788.48 3	0 NetCalc
Net:	350000	350000	MH2-74: 4214.52 4	0 0

Land Dim: 4.09 ACRES	Class4Cd:	YrBlt:	Neigh:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 1
	Style:	Zone: I-2	Map: 0804

11 record(s) found

MAP 8.04 Block 14.91

7143/29: Canrail → Reliable Realty

P.1= CRR property

P.2= LVRR R/W: mp 3.6 → mp 3.76 (s/s Caven Pt Rd)

P.3= LVRR R/W: m.p. 3.76 → m.p. 3.89

PRESS (Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 5

0906 Block: 1491 Lot: 1.B Q: M
Prior Block: Lot: Q: 11/04/05
Loc: CAVEN POINT AVE. 06 JERSEY CITY, NJ 00000
Owner: CONSOLIDATED RAIL Billing Code: 50120
Street: P. O. BOX 8499 Account Num: 00248880
Town: PHILADELPHIA, PA Zip: 17404 Mtg Acct#:
Class: 1 Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	0	0	NmH1-71:	0.00 1	0
Impr:	0	0	NmH2-72:	0.00 2	0
	0	0	MH1-73:	0.00 3	0 NetCalc
Net:	0	0 :	MH2-74:	0.00 4	0 0

Land Dim: 0.026 AC.	Class4Cd:	YrBlt:	Neigh:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 99
	Style:	Zone:	Map: 0804

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 5

0906 Block: 1491 Lot: 1.E Q: M
Prior Block: Lot: 1.EDU Q: 09/08/06
Loc: CAVEN POINT AVE. 06 JERSEY CITY, NJ 00000
Owner: CITY OF JERSEY CITY Billing Code:
Street: 280 GROVE ST. Account Num: 00534222
Town: JERSEY CITY, NJ Zip: 07302 Mtg Acct#:
Class: 15C Deductions:S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
SaleD: 06/13/63 Bk: 2928 Pg: 963 Price: 1 NU#: 14 Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	395000	395000	NmH1-71:	0.00 1	0
Impr:	0	0	NmH2-72:	0.00 2	0
	0	0	MH1-73:	0.00 3	0 NetCalc
Net:	395000	395000 :	MH2-74:	0.00 4	0 0

Land Dim: 1.27 ACRES	Class4Cd:	YrBlt:	Neigh:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 20
	Style:	Zone:	Map:

PRESS (Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen: 1 of 5

0906 Block: 1491 Lot: 1.F Q: M
Prior Block: Lot: Q: 09/29/05
Loc: 55. CAVEN POINT AVE. 06 JERSEY CITY, NJ 00000
Owner: SUDYLO, ANDREW & JULIA Billing Code: 00000
Street: 205 STONE HOUSE ROAD Account Num: 00248948
Town: BASKING RIDGE, NJ Zip: 07920 Mtg Acct#:
Class: 4B Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
SaleD: 02/14/92 Bk: 4470 Pg: 162 Price: 65000 NU#: Cd: R: 204.31

	2009	2010	Taxes	Exemptions/Abatements
Land:	112800	112800	NmH1-71: 2009.27 1	0
Impr:	20000	20000	NmH2-72: 2164.64 2	0
	0	0	MH1-73: 2196.31 3	0 NetCalc
Net:	132800	132800 :	MH2-74: 1599.11 4	0 0

Land Dim: 0.845 AC.	Class4Cd:	YrBlt:	Neigh:
Bldg Desc: 1S-CB-IN-O-G-H	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 1
	Style:	Zone: I-2	Map: 0804

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 5

0906 Block: 1491 Lot: 1.H Q: M
Prior Block: Lot: Q: 06/29/04
Loc: CAVEN POINT AVE. 06 JERSEY CITY, NJ 00000
Owner: CONSOLIDATED RAIL Billing Code: 00000
Street: P. O. BOX 8499 Account Num: 00533423
Town: PHILADELPHIA, PA Zip: 19101 Mtg Acct#:
Class: 5B Deductions:S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements
Land:	0	0	NmH1-71: 0.00 1	0
Impr:	0	0	NmH2-72: 0.00 2	0
	0	0	MH1-73: 0.00 3	0 NetCalc
Net:	0	0 :	MH2-74: 0.00 4	0 0

Land Dim:	Class4Cd:	YrBlt:	Neigh:
Bldg Desc: RR 2ND CLASS	BldgClass:	SF: 0	
Addl Lots: ASSD BY THE STATE	Type/Use:	PrcSF 0	UCd: 1
	Style:	Zone:	Map:

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 5

0906 Block: 1491 Lot: 1.D1 Q: M
Prior Block: Lot: Q: 07/09/00
Loc: 21 CAVEN POINT AVE. 06 JERSEY CITY, NJ 00000
Owner: NEWARK INDUST.ASSOC.C/O C.DANIELS Billing Code: 00000
Street: 1411 B'WAY-CONCOURSE LEV. Account Num: 00248898
Town: NEW YORK, N.Y. Zip: 10018 Mtg Acct#:
Class: 4B Deductions:S 0 V 0 W 0 R 0 D 0 Own: 2 Amt: 0
SaleD: 01/07/94 Bk: 4692 Pg: 31 Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements
Land:	980000	980000	NmH1-71: 16643.08 1	0
Impr:	120000	120000	NmH2-72: 17929.92 2	0
	0	0	MH1-73: 18192.39 3	0 NetCalc
Net:	1100000	1100000 :	MH2-74: 13245.61 4	0 0

Land Dim: 5.6 ACRES	Class4Cd:	YrBlt: 1963	Neigh:
Bldg Desc: 1S-CB&B-C-H	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 1
	Style:	Zone:	Map: 0804

PRESS (Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen: 1 of 5

0906 Block: 1491 Lot: 1.D2 Q: M
Prior Block: Lot: Q: 09/21/05
Loc: CAVEN POINT AVE. 06 JERSEY CITY, NJ 00000
Owner: CITY OF JERSEY CITY Billing Code: 00000
Street: 280 GROVE ST Account Num: 00248906
Town: JERSEY CITY, N J Zip: 07305 Mtg Acct#:
Class: 15C Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	50400	50400	NmH1-71:	0.00 1	0
Impr:	0	0	NmH2-72:	0.00 2	0
	0	0	MH1-73:	0.00 3	0 NetCalc
Net:	50400	50400 :	MH2-74:	0.00 4	0 0

Land Dim: .084 ACRES	Class4Cd:	YrBlt:	Neigh:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 1
	Style:	Zone:	Map: 0804

PRESS (Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen:1 of 5

0906 Block: 1491 Lot: 1.D3 Q: M
Prior Block: Lot: Q: 09/21/05
Loc: CAVEN POINT AVE. 06 JERSEY CITY, NJ 00000
Owner: CITY OF JERSEY CITY Billing Code: 00000
Street: 280 GROVE ST Account Num: 00248914
Town: JERSEY CITY N J Zip: 07302 Mtg Acct#:
Class: 15C Deductions: S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
SaleD: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	49700	49700	NmH1-71:	0.00 1	0
Impr:	0	0	NmH2-72:	0.00 2	0
	0	0	MH1-73:	0.00 3	0 NetCalc
Net:	49700	49700 :	MH2-74:	0.00 4	0 0

Land Dim:	.071AC	Class4Cd:	YrBlt:	Neigh:
Bldg Desc:	VACANT LAND	BldgClass:	SF: 0	
Addl Lots:		Type/Use:	PrcSF 0	UCd: 1
		Style:	Zone:	Map: 0804

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen:1 of 5

0906 Block: 1491 Lot: 1.G3 Q: M
Prior Block: Lot: Q: 09/21/05
Loc: CAVEN POINT AVE. 06 JERSEY CITY, NJ 00000
Owner: CITY OF JERSEY CITY Billing Code: 00000
Street: 280 GROVE ST Account Num: 00248989
Town: JERSEY CITY N J Zip: 07302 Mtg Acct#:
Class: 15C Deductions:S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	65000	65000	NmH1-71:	0.00 1	0
Impr:	0	0	NmH2-72:	0.00 2	0
	0	0	MH1-73:	0.00 3	0 NetCalc
Net:	65000	65000 :	MH2-74:	0.00 4	0 0

Land Dim:	0.65AC	Class4Cd:	YrBlt:	Neigh:
Bldg Desc:	VACANT LAND	BldgClass:	SF: 0	
Addl Lots:		Type/Use:	PrcSF 0	UCd: 1
		Style:	Zone:	Map: 0804

PRESS (Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 5

0906 Block: 1491 Lot: 1.G4 Q: M
Prior Block: Lot: Q: 10/05/05
Loc: 1 CAVEN POINT AVE. 06 JERSEY CITY, NJ 00000
Owner: 1 CAVEN POINT ROAD ASSOC. L.L.C. Billing Code:
Street: 1 CAVEN POINT AVE. Account Num: 00392951
Town: JERSEY CITY, N.J. Zip: 07305 Mtg Acct#:
Class: 4B Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
SaleD: 02/05/01 Bk: 5764 Pg: 318 Price: 1100000 NU#: Cd: R: 86.36

	2009	2010	Taxes	Exemptions/Abatements
Land:	450000	450000	NmH1-71: 14373.57 1	0
Impr:	500000	500000	NmH2-72: 15484.93 2	0
	0	0	MH1-73: 15711.61 3	0 NetCalc
Net:	950000	950000 :	MH2-74: 11439.39 4	0 0

Land Dim: 3.54AC	Class4Cd:	YrBlt: 0001	Neigh:
Bldg Desc: 1&2S-CB-O-1N-H	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 1
	Style:	Zone: I-2	Map: 0804

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen

** 1: prc file**

Screen:1 of 5

0906 Block: 1491 Lot: 1.G2D Q: M
Prior Block: Lot: Q: 09/21/05
Loc: CAVEN POINT AVE. 06 JERSEY CITY, NJ 00000
Owner: CITY OF JERSEY CITY Billing Code: 00000
Street: 280 GROVE ST Account Num: 00248971
Town: JERSEY CITY N J Zip: 07302 Mtg Acct#:
Class: 15C Deductions:S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
SaleD: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	24000	24000	NmH1-71:	0.00 1	0
Imp:	0	0	NmH2-72:	0.00 2	0
	0	0	MH1-73:	0.00 3	0
Net:	24000	24000 :	MH2-74:	0.00 4	0

Land Dim: 0.24AC	Class4Cd:	YrBltd:	Neigh:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 1
	Style:	Zone:	Map: 0804

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen

** 1: prc file**

Screen:1 of 2

Block: 1492 Lot: 1 Q: M
Prior Block: Lot: Q: 11/04/05
Loc: CHAPEL AVE. 06 JERSEY CITY, NJ 00000
Owner: CONSOLIDATED RAIL Billing Code: 50120
Street: P. O. BOX 8499 Account Num: 00249003
Town: PHILADELPHIA, PA Zip: 19101 Mtg Acct#:
Class: 5A Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements
Land:	0	0	(57): 0.00	1 0
Impr:	0	0	(58): 0.00	2 0
	0	0		3 0
Net:	0	0	Partial:	4 0

Land Dim:	Class4Cd:	YrBlt:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0
Addl Lots:	Type/Use:	PrcSF 0 UCd: 99
	Style:	Zone: Map: 0805

14 record(s) found

MAP 8.05 Block 1492 CHAPEL → Crown Pt Road

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 2

Block: 1492 Lot: 1.A Q: M
Prior Block: Lot: Q: 11/04/05
Loc: CENTRAL R.R., ETC. 06 JERSEY CITY, NJ 00000
Owner: CONSOLIDATED RAIL Billing Code: 50120
Street: P. O. BOX 8499 Account Num: 00249011
Town: PHILADELPHIA, PA Zip: 19101 Mtg Acct#:
Class: 5B Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	0	0	(57): 0.00	1	0
Impr:	0	0	(58): 0.00	2	0
	0	0		3	0
Net:	0	0	Partial:	4	0

Land Dim:	Class4Cd:	YrBlt:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0
Addl Lots:	Type/Use:	PrcSF 0 UCd: 99
	Style:	Zone: Map: 0805

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 2

Block: 1492 Lot: 2 Q: M
Prior Block: Lot: Q: 09/20/05
Loc: CHAPEL AVE. 06 JERSEY CITY, NJ 00000
Owner: CONSOLIDATED RAILROAD CORPORATION Billing Code: 50107
Street: P.O. BOX 8499 Account Num: 00249029
Town: PHILADELPHIA, PA. Zip: 19101 Mtg Acct#:
Class: 1 Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements
Land:	183600	183600	(57): 2777.88	1 0
Impr:	0	0	(58): 2992.67	2 0
	0	0		3 0 NetCalc
Net:	183600	183600	Partial:	4 0 0

Land Dim: 1.53ACRES	Class4Cd:	YrBlt:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0
Addl Lots:	Type/Use:	PrcSF 0 UCd: 1
	Style:	Zone: Map: 0805

PRESS (Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen: 1 of 2

Block: 1492 Lot: 2.A Q: M
Prior Block: Lot: Q: 09/08/06
Loc: CHAPEL AVE 06 JERSEY CITY, NJ 00000
Owner: CITY OF JERSEY CITY Billing Code: 00000
Street: 280 GROVE ST. Account Num: 00249037
Town: JERSEY CITY, N.J. Zip: 07302 Mtg Acct#: 0
Class: 15C Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 09/22/92 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	1136700	1136700	(57): 0.00	1	0
Impr:	0	0	(58): 0.00	2	0
	0	0		3	0
Net:	1136700	1136700	Partial:	4	0

Land Dim: 3.655 ACRES	Class4Cd:	YrBlt:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0
Addl Lots:	Type/Use:	PrcSF 0
	Style:	Zone: UCd: 20
		Map: 0805

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 2

Block: 1492 Lot: 3.A Q: M
Prior Block: Lot: Q: 11/04/05
Loc: CENTRAL R.R. ETC. 06 JERSEY CITY, NJ 00000
Owner: CONSOLIDATED RAIL Billing Code: 50120
Street: P. O. BOX 8499 Account Num: 00249045
Town: PHILADELPHIA, PA Zip: 19101 Mtg Acct#:
Class: 1 Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	0	0	(57): 0.00	1	0
Impr:	0	0	(58): 0.00	2	0
	0	0		3	0 NetCalc
Net:	0	0	Partial:	4	0 0

Land Dim:	Class4Cd:	YrBlt:	
Bldg Desc: VACNAT LAND	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 99
	Style:	Zone:	Map: 0805

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen

** 1: prc file**

Screen:1 of 2

Block: 1492 Lot: 3.B Q: M
Prior Block: Lot: Q: 01/28/09
Loc: CENTRAL R.R. ETC. 06 JERSEY CITY, NJ 00000
Owner: PGSD, LLC C/O CONNELL FOLEY LLP Billing Code: 50120
Street: HARBORSIDE 2510 PLAZA 5 Account Num: 00249052
Town: JERSEY CITY, NJ Zip: 07311 Mtg Acct#: 0
Class: 5A Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 04/11/07 Bk: 08205 Pg: 00206 Price: 2430000 NU#: 14 Cd: R: 7.84

	2009	2010	Taxes	Exemptions/Abatements	
Land:	190400	190400	(57): 0.00	1	0
Impr:	0	0	(58): 0.00	2	0
	0	0		3	0
Net:	190400	190400	Partial: P	4	0

Land Dim: 7.49 ACRES	Class4Cd:	YrBlt:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0
Addl Lots:	Type/Use:	PrcSF 0
	Style:	Zone: UCd: 20
		Map: 0805

MAP 8.05 Block 1492

8205/206 - PGSD - N/S Conrail Crossover to S/S LT. RAIL Crossover

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 2

Block: 1492 Lot: 3.C Q: M
Prior Block: Lot: Q: 09/08/06
Loc: CHAPEL AVE.EAST 06 JERSEY CITY, NJ 00000
Owner: CITY OF JERSEY CITY Billing Code: 00000
Street: 280 GROVE ST. Account Num: 00249060
Town: JERSEY CITY, N.J. Zip: 08302 Mtg Acct#:
Class: 15C Deductions:S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 09/22/92 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	723400	723400	(57): 0.00	1	0
Impr:	0	0	(58): 0.00	2	0
	0	0		3	0
Net:	723400	723400	Partial:	4	0

Land Dim: 2.326 ACRES	Class4Cd:	YrBlt:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0
Addl Lots:	Type/Use:	PrcSF 0 UCd: 20
	Style:	Zone: Map: 0805

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen

** 1: prc file**

Screen:1 of 2

Block: 1492 Lot: 3.D Q: M
Prior Block: Lot: Q: 09/08/06
Loc: 1505.5 RICHARD ST. 06 JERSEY CITY, NJ 00000
Owner: CITY OF JERSEY CITY Billing Code: 00000
Street: 280 GROVE ST. Account Num: 00249078
Town: JERSEY CITY, N.J. Zip: 07302 Mtg Acct#: 0
Class: 15C Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 09/22/92 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	530300	530300	(57): 0.00	1	0
Impr:	0	0	(58): 0.00	2	0
	0	0		3	0
Net:	530300	530300	Partial:	4	0

Land Dim: 1.705 ACRES	Class4Cd:	YrBlt:	
Bldg Desc: VACANT LAND	BldgClass:	SF:	0
Addl Lots:	Type/Use:	PrcSF	0
	Style:	Zone:	UCd: 20
			Map: 0805

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen:1 of 2

Block: 1492 Lot: 4 Q: M
Prior Block: Lot: Q: 11/04/05
Loc: CENTRAL R.R. ETC. 06 JERSEY CITY, NJ 00000
Owner: CONSOLIDATED RAIL Billing Code: 50120
Street: P. O. OBX 8499 Account Num: 00249086
Town: PHILADELPHIA, PA Zip: 19101 Mtg Acct#:
Class: 1 Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements
Land:	0	0	(57): 0.00	1 0
Impr:	0	0	(58): 0.00	2 0
	0	0		3 0 NetCalc
Net:	0	0	Partial:	4 0 0

Land Dim:	Class4Cd:	YrBlt:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0
Addl Lots:	Type/Use:	PrcSF 0 UCd: 99
	Style:	Zone: Map: 0805

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen:1 of 2

Block: 1492 Lot: 4.A Q: M
Prior Block: Lot: Q: 11/04/05
Loc: CENTRAL R.R. ETC. 06 JERSEY CITY, NJ 00000
Owner: CONSOLIDATED RAIL Billing Code: 50120
Street: P. Q. BOX 8499 Account Num: 00249094
Town: PHILADELPHIA, PA Zip: 19101 Mtg Acct#:
Class: 1 Deductions:S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
SaleD: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements
Land:	0	0	(57): 0.00	1 0
Impr:	0	0	(58): 0.00	2 0
	0	0		3 0 NetCalc
Net:	0	0	Partial:	4 0 0

Land Dim:	Class4Cd:	YrBlt:	
Bldg Desc: VACANT LAND	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 99
	Style:	Zone:	Map: 0805

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen:1 of 2

Block: 1492 Lot: 4.C Q: M
Prior Block: Lot: Q: 11/04/05
Loc: CENTRAL R.R. ETC. 06 JERSEY CITY, NJ 00000
Owner: CONSOLIDATED RAIL Billing Code: 50120
Street: P. O. BOX 8499 Account Num: 00249102
Town: PHILADELPHIA, PA Zip: 19101 Mtg Acct#: 0
Class: 1 Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
SaleD: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements
Land:	0	0	(57): 0.00	1 0
Impr:	0	0	(58): 0.00	2 0
	0	0		3 0 NetCalc
Net:	0	0	Partial:	4 0 0

Land Dim:	Class4Cd:	YrBlt:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0
Addl Lots:	Type/Use:	PrcSF 0 UCd: 99
	Style:	Zone: Map: 0805

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen

** 1: prc file**

Screen:1 of 2

Block: 1492 Lot: 5 Q: M
Prior Block: Lot: Q: 01/28/09
Loc: CENTRAL R R ETC . 06 JERSEY CITY, NJ 00000
Owner: PGSD, LLC C/O CONNELL FOLEY LLP Billing Code: 00000
Street: HARBORSIDE 2510 PLAZA 5 Account Num: 00249110
Town: JERSEY CITY, NJ Zip: 07311 Mtg Acct#:
Class: 15C Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 04/11/07 Bk: 08205 Pg: 00206 Price: 2430000 NU#: 14 Cd: R: 13.70

	2009	2010	Taxes		Exemptions/Abatements
Land:	332800	332800	(57):	0.00	1 0
Impr:	0	0	(58):	0.00	2 0
	0	0			3 0 NetCalc
Net:	332800	332800	Partial:		4 0 0

Land Dim: 1:070AC	Class4Cd:	YrBlt:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0
Addl Lots:	Type/Use:	PrcSF 0 UCd: 20
	Style:	Zone: Map: 0805

PD54-8205/206

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen:1 of 2

Block: 1492 Lot: 5.PT Q: M
Prior Block: Lot: Q: 10/03/08
Loc: CENTRAL R.R. 06 JERSEY CITY, NJ 00000
Owner: PGSD, LLC C/O CONNELL FOLEY LLP Billing Code: 00000
Street: HARBORSIDE 2510 PLAZA 5 Account Num: 00249128
Town: JERSEY CITY, NJ Zip: 07311 Mtg Acct#:
Class: 1 Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 04/11/07 Bk: 08205 Pg: 00206 Price: 2430000 NU#: Cd: R: 21.64

	2009	2010	Taxes	Exemptions/Abatements
Land:	525800	525800	(57): 7955.39	1 0
Impr:	0	0	(58): 8570.51	2 0
	0	0		3 0 NetCalc
Net:	525800	525800	Partial: P	4 0 0

Land Dim: 8.827 ACRES
Bldg Desc: VACANT LAND
Addl Lots:

Class4Cd: YrBlt:
BldgClass: SF: 0
Type/Use: PrcSF 0 UCd: 20
Style: Zone: Map: 0805

PGSD-8205/206

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 2

Block: 1492 Lot: 6 Q: M
Prior Block: Lot: Q: 11/04/05
Loc: CENTRAL R.R. ETC. 06 JERSEY CITY, NJ 00000
Owner: CONSOLIDATED RAIL Billing Code: 50120
Street: P. O. BOX 8499 Account Num: 00249136
Town: PHILADELPHIA, PA Zip: 19101 Mtg Acct#:
Class: 5A Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	0	0	(57): 0.00	1	0
Impr:	0	0	(58): 0.00	2	0
	0	0		3	0 NetCalc
Net:	0	0	Partial:	4	0 0

Land Dim:	Class4Cd:	YrBlt:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0
Addl Lots:	Type/Use:	PrcSF 0 UCd: 99
	Style:	Zone: Map: 0805

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen

** 1: prc file**

Screen:1 of 5

0906 Block: 2020 Lot: 1.D Q: M
Prior Block: Lot: Q: 03/22/07
Loc: CEN.R.R.& PINE WESTI 06 JERSEY CITY, NJ 00000
Owner: EDEN WOOD REALTY, LLC Billing Code: 00000
Street: 47 PARSIPANNY ROAD Account Num: 00366955
Town: WHIPPANY, N.J. Zip: 07981 Mtg Acct#:
Class: 1 Deductions:S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
SaleD: 12/21/99 Bk: 08120 Pg: 00168 Price: 1 NU#: 03 Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements
Land:	183400	183400	NmH1-71: 2774.85 1	0
Impr:	0	0	NmH2-72: 2989.41 2	0
	0	0	MH1-73: 3033.17 3	0 NetCalc
Net:	183400	183400	MH2-74: 2208.40 4	0 0

Land Dim: 70,823.94 SQ.FT Class4Cd: YrBl: 0001 Neigh:
Bldg Desc: VACANT LAND BldgClass: SF: 0
Addl Lots: Type/Use: PrcSF 0 UCd: 20
Style: Zone: Map: 1203

12 record(s) found

MAP 12.03 Block 2020

PRESS (Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen: 1 of 5

0906 Block: 2020 Lot: 1.E Q: M
Prior Block: Lot: Q: 03/22/07
Loc: CENTRAL R R INS 06 JERSEY CITY, NJ 00000
Owner: EDEN WOOD REALTY, LLC Billing Code: 00000
Street: 47 PARSIPPANY ROAD Account Num: 00366963
Town: WHIPPANY, N.J. Zip: 07981 Mtg Acct#:
Class: 1 Deductions: S 0 V 0 W 0 R 0 D 0 Own: 2 Amt: 0
Saled: 12/21/99 Bk: 08120 Pg: 00168 Price: 1 NU#: 03 Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements
Land:	20000	20000	NmH1-71: 302.60 1	0
Impr:	0	0	NmH2-72: 326.00 2	0
	0	0	MH1-73: 330.77 3	0 NetCalc
Net:	20000	20000 :	MH2-74: 240.83 4	0 0

Land Dim: 10.802 SQ. FT.	Class4Cd:	YrBlt: 0001	Neigh:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 20
	Style:	Zone:	Map: 1203

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen

** 1: prc file**

-----Screen:1 of 5

0906 Block: 2020 Lot: 3.A Q: M
Prior Block: Lot: Q: 03/22/07
Loc: CENTRAL R.R.ETCWESTI 06 JERSEY CITY, NJ 00000
Owner: EDEN WOOD REALTY, LLC Billing Code: 00000
Street: 47 PARSIPANNY ROAD Account Num: 00366971
Town: WHIPPANY, N.J. Zip: 07981 Mtg Acct#:
Class: 1 Deductions:S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
SaleD: 12/21/99 Bk: 08120 Pg: 00168 Price: 1 NU#: 03 Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements
Land:	8000	8000	NmH1-71: 121.04 1	0
Impr:	0	0	NmH2-72: 130.40 2	0
	0	0	MH1-73: 132.30 3	0 NetCalc
Net:	8000	8000 :	MH2-74: 96.34 4	0 0

Land Dim: 3324 SQ. FT.	Class4Cd:	YrBlt: 0001	Neigh:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 20
	Style:	Zone:	Map: 1203

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen

** 1: prc file**

Screen:1 of 5

0906 Block: 2020 Lot: 5 Q: M
Prior Block: Lot: Q: 10/06/01
Loc: CAVEN POINT AVE. 06 JERSEY CITY, NJ 00000
Owner: NEW JERSEY TRANSIT Billing Code:
Street: ONE PENN PLAZA EAST Account Num: 00510677
Town: NEWARK, NJ Zip: 07105 Mtg Acct#:
Class: 15C Deductions: S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 09/15/97 Bk: Pg: Price: 0 NU#: 11 Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	90000	90000	NmH1-71:	0.00 1	0
Impr:	0	0	NmH2-72:	0.00 2	0
	0	0	MH1-73:	0.00 3	0 NetCalc
Net:	90000	90000 :	MH2-74:	0.00 4	0 0

Land Dim:	100X249	0.60	Class4Cd:	YrBlit:	Neigh:
Bldg Desc:	VACANT LAND		BldgClass:	SF: 0	
Addl Lots:			Type/Use:	PrcSF 0	UCd: 1
			Style:	Zone:	Map: 1203

*No Deeds Found involving Conrail or NJT
For 9/15/1997.*

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen:1 of 5

0906 Block: 2020 Lot: 6 Q: M
Prior Block: Lot: Q: 06/20/07
Loc: CAVEN POINT AVE. 06 JERSEY CITY, NJ 00000
Owner: THE RELIABLE GROUP, L.L.C. Billing Code:
Street: ONE CAVEN POINT AVE. Account Num: 00510685
Town: JERSEY CITY, N.J. Zip: 07305 Mtg Acct#:
Class: 1 Deductions: S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 05/26/05 Bk: 7574 Pg: 189 Price: 4750000 NU#: 6 Cd: R: 12.32

	2009	2010	Taxes	Exemptions/Abatements
Land:	585000	585000	NmH1-71: 8851.09 1	0
Impr:	0	0	NmH2-72: 9535.46 2	0
	0	0	MH1-73: 9675.04 3	0 NetCalc
Net:	585000	585000	MH2-74: 7044.26 4	0 0

Land Dim:	102X1498	3.90	Class4Cd:	YrBlt:	Neigh:
Bldg Desc:	VACANT LAND		BldgClass:	SF: 0	
Addl Lots:			Type/Use:	PrcSF 0	UCd: 20
			Style:	Zone:	Map: 1203

7574/189-

CONTAIL $\frac{3518}{307} \rightarrow$ CAVEN PT Realty $\frac{7574}{189} \rightarrow$ Reliable Group

7574/189:

Parcel 1 = LAND between CRE R/W & LURR R/W
N/S CAVEN PT Rd

Parcel 2 = LURR R/W - N/S CAVEN PT Rd - $\approx 1500' \times 110'$

PRESS (Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen: 1 of 5

0906 Block: 2020 Lot: 7 Q: M
Prior Block: Lot: 4D Q: 06/20/07
Loc: ~~CAVEN POINT RD.~~ 06 JERSEY CITY, NJ 00000
Owner: THE RELIABLE GROUP, L.L.C. Billing Code:
Street: ONE CAVEN POINT AVE. Account Num: 00527382
Town: JERSEY CITY, N.J. Zip: 07305 Mtg Acct#:
Class: 1 Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
SaleD: 05/26/05 Bk: 7574 Pg: 189 Price: 4750000 NU#: 6 Cd: R: 2.32

	2009	2010	Taxes	Exemptions/Abatements
Land:	110000	110000	NmH1-71: 1664.30 1	0
Impr:	0	0	NmH2-72: 1793.00 2	0
	0	0	MH1-73: 1819.23 3	0 NetCalc
Net:	110000	110000 :	MH2-74: 1324.57 4	0 0

Land Dim: 1.132 ACRES.
Bldg Desc: VACANT LAND
Addl Lots:

Class4Cd: YrBlt: 0001 Neigh:
BldgClass: SF: 0
Type/Use: PrcSF 0 UCd: 20
Style: Zone: Map: 1203

7574/189- Reliable

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen:1 of 5

0906 Block: 2020 Lot: 8 Q: M
Prior Block: Lot: 4B Q: 06/20/07
Loc: 506 CAVEN POINT AVE 06 JERSEY CITY, NJ 00000
Owner: THE RELIABLE GROUP, L.L.C. Billing Code:
Street: ONE CAVEN POINT AVE. Account Num: 00527390
Town: JERSEY CITY, N.J. Zip: 07305 Mtg Acct#:
Class: 4B Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 05/26/05 Bk: 7574 Pg: 189 Price: 4750000 NU#: 6 Cd: R: 24.36

	2009	2010	Taxes	Exemptions/Abatements
Land:	490000	490000	NmH1-71: 17505.50 1	0
Impr:	667000	667000	NmH2-72: 18859.01 2	0
	0	0	MH1-73: 19135.08 3	0 NetCalc
Net:	1157000	1157000 :	MH2-74: 13931.98 4	0 0

Land Dim: 3.8ACRES	Class4Cd:	YrBlt: 1967	Neigh:
Bldg Desc: 1S-CB-W-H	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 20
	Style:	Zone:	Map: 1203

7574/189- Reliable

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen:1 of 5

0906 Block: 2020 Lot: 9 Q: M
Prior Block: Lot: 4C Q: 04/02/04
Loc: 10. CAVEN POINT AVE. (REAR 06 JERSEY CITY, NJ 00000
Owner: NEW JERSEY TRANSIT Billing Code:
Street: ONE PENN PLAZA EAST Account Num: 00527408
Town: NEWARK, NJ Zip: 07105 Mtg Acct#:
Class: 15C Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 09/03/97 Bk: 5201 Pg: 76 Price: 212000 NU#: Cd: R: 51.46

	2009	2010	Taxes	Exemptions/Abatements
Land:	109100	109100	NmH1-71:	0.00 1 0
Impr:	0	0	NmH2-72:	0.00 2 0
	0	0	MH1-73:	0.00 3 0 NetCalc
Net:	109100	109100 :	MH2-74:	0.00 4 0 0

Land Dim: 0.94 ACRES 0.94	Class4Cd:	YrBlt:	Neigh:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 1
	Style:	Zone:	Map: 1203

5201/76 - LAND Between CRR R/W & LURR R/W
Lot 9 Block 2020 MAP 12.03 0.94AC.

PRESS (Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 5

0906 Block: 2020 Lot: 1B Q: M
Prior Block: Lot: Q: 05/05/06
Loc: CAVEN POINT AVE. 06 JERSEY CITY, NJ 00000
Owner: CAVEN HAVEN, INC. C/O JAMES RYAN JR Billing Code: 00000
Street: 6965 ASHTON STREET Account Num: 00367011
Town: BOYNTON BEACH, FL Zip: 33437 Mtg Acct#:
Class: 1 Deductions: S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 06/23/97 Bk: 5190 Pg: 166 Price: 100 NU#: 12 Cd: R: *****

	2009	2010	Taxes		Exemptions/Abatements	
Land:	70000	70000	NmH1-71:	1059.10 1		0
Impr:	0	0	NmH2-72:	1141.00 2		0
	0	0	MH1-73:	1157.69 3		0 NetCalc
Net:	70000	70000 :	MH2-74:	842.91 4		0 0

Land Dim:	15X780	0.23	Class4Cd:	YrBltd:	Neigh:
Bldg Desc:	VACANT LAND		BldgClass:	SF: 0	
Addl Lots:			Type/Use:	PrcSF 0	UCd: 20
			Style:	Zone:	Map: 1203

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 5

0906 Block: 2020 Lot: 1F Q: M
Prior Block: Lot: Q: 05/05/06
Loc: CAVEN POINT AVE. 06 JERSEY CITY, NJ 00000
Owner: CAVEN HAVEN, INC. C/O JAMES RYAN JR Billing Code: 00000
Street: 6965 ASHTON STREET Account Num: 00367029
Town: BOYNTON BEACH, FL Zip: 33437 Mtg Acct#:
Class: 1 Deductions:S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 06/23/97 Bk: 5190 Pg: 166 Price: 100 NU#: 12 Cd: R: *****

	2009	2010	Taxes	Exemptions/Abatements
Land:	337000	337000	NmH1-71: 5098.83 1	0
Impr:	0	0	NmH2-72: 5493.08 2	0
	0	0	MH1-73: 5573.48 3	0 NetCalc
Net:	337000	337000 :	MH2-74: 4057.98 4	0 0

Land Dim: 140X929 IR 3.38
Bldg Desc: VACANT LAND
Addl Lots:

Class4Cd: YrBlt: Neigh:
BldgClass: SF: 0
Type/Use: PrcSF 0 UCd: 20
Style: Zone: Map: 1203

PRESS (Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 5

0906 Block: 2020 Lot: PL.2 Q: M
Prior Block: Lot: Q: 03/22/07
Loc: 28 PINE ST. 06 JERSEY CITY, NJ 00000
Owner: EDEN WOOD REALTY, LLC Billing Code: 00000
Street: 47 PARSIPPANY ROAD Account Num: 00366922
Town: WHIPPANY, N.J. Zip: 07981 Mtg Acct#:
Class: 1 Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 12/21/99 Bk: 08120 Pg: 00168 Price: 1 NU#: 03 Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements
Land:	32000	32000	NmH1-71: 484.16 1	0
Impr:	0	0	NmH2-72: 521.60 2	0
	0	0	MH1-73: 529.23 3	0 NetCalc
Net:	32000	32000 :	MH2-74: 385.33 4	0 0

Land Dim: 14,000 SQ. FT.	Class4Cd:	YrBl: 0000	Neigh:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 20
	Style:	Zone:	Map: 1203

PRESS (Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 5

0906 Block: 2020 Lot: PL.4 Q: M
Prior Block: Lot: Q: 11/04/05
Loc: CENTRAL R.R.ETCC.R.R 06 JERSEY CITY, NJ 00000
Owner: CONSOLIDATED RAIL Billing Code: 50120
Street: P. O. BOX 8499 Account Num: 00366948
Town: PHILADELPHIA, PA Zip: 19101 Mtg Acct#:
Class: 1 Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
SaleD: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements
Land:	0	0	NmH1-71:	0.00 1 0
Impr:	0	0	NmH2-72:	0.00 2 0
	0	0	MH1-73:	0.00 3 0 NetCalc
Net:	0	0	MH2-74:	0.00 4 0 0

Land Dim: 1.4 AC.	Class4Cd:	YrBlt:	Neigh:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 99
	Style:	Zone:	Map: 1203

PRESS (Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen: 1 of 5

0906 Block: 2033 Lot: 1.C Q: M
Prior Block: Lot: Q: 03/22/07
Loc: PINE ST. & C.R.R. 06 JERSEY CITY, NJ 00000
Owner: EDEN WOOD REALTY, LLC Billing Code: 00000
Street: 47 PARSIPANNY ROAD Account Num: 00367565
Town: WHIPPANY, N.J. Zip: 07981 Mtg Acct#:
Class: 1 Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 12/21/99 Bk: 08120 Pg: 00168 Price: 1 NU#: 03 Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements
Land:	74000	74000	NmH1-71: 1119.62 1	0
Impr:	0	0	NmH2-72: 1206.20 2	0
	0	0	MH1-73: 1223.85 3	0 NetCalc
Net:	74000	74000 :	MH2-74: 891.07 4	0 0

Land Dim: 17,800.5SQ FT	Class4Cd:	YrBlt: 0001	Neigh:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0	
Addl Lots: 1D	Type/Use:	PrcSF 0	UCd: 20
	Style:	Zone:	Map: 1203

12 record(s) found

MAP 12.03 BLOCK 2033

PRESS (Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen:1 of 5

0906 Block: 2033 Lot: 2.A Q: M
Prior Block: Lot: Q: 10/06/01
Loc: PINE ST. 06 JERSEY CITY, NJ 00000
Owner: NEW JERSEY TRANSIT Billing Code:
Street: 1 PENN PLAZA EAST Account Num: 00508382
Town: NEWARK, NJ Zip: 07105 Mtg Acct#:
Class: 15C Deductions: S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 00/00/00 Bk: 5582 Pg: 86 Price: 452000 NU#: 15 Cd: R: 86.95

	2009	2010	Taxes	Exemptions/Abatements	
Land:	386700	386700	NmH1-71:	0.00 1	0
Impr:	6300	6300	NmH2-72:	0.00 2	0
	0	0	MH1-73:	0.00 3	0 NetCalc
Net:	393000	393000	MH2-74:	0.00 4	0 0

Land Dim: 555X197 IRR	Class4Cd:	YrBlt:	Neigh:
Bldg Desc: 1S-SHED	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 1
	Style:	Zone:	Map: 1203

5582/86 Eden Wood Realty → NJT
lot 3 - VACANT LAND s/s Pine st.

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen:1 of 5

0906 Block: 2033 Lot: 2.B Q: M
Prior Block: Lot: Q: 10/06/01
Loc: PINE ST. 06 JERSEY CITY, NJ 00000
Owner: NEW JERSEY TRANSIT Billing Code:
Street: ONE PENN PLAZA EAST Account Num: 00508390
Town: NEWARK, NJ Zip: 07105 Mtg Acct#:
Class: 15C Deductions:S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
SaleD: 02/14/97 Bk: 5104 Pg: 220 Price: 550000 NU#: 15 Cd: R: 5.80

	2009	2010	Taxes	Exemptions/Abatements	
Land:	31900	31900	NmH1-71:	0.00 1	0
Impr:	0	0	NmH2-72:	0.00 2	0
	0	0	MH1-73:	0.00 3	0 NetCalc
Net:	31900	31900 :	MH2-74:	0.00 4	0 0

Land Dim:	180X76 IRR	Class4Cd:	YrBlt:	Neigh:
Bldg Desc:	VACANT LAND	BldgClass:	SF: 0	
Addl Lots:		Type/Use:	PrcSF 0	UCd: 1
		Style:	Zone:	Map: 1203

5104/220 Jersey City Sewage → NJT

CRR R/W Pacific Ave → CommuniPark

PRESS (Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen. ** 1: prc file**

Screen: 1 of 5

0906 Block: 2033 Lot: 4 Q: M
Prior Block: Lot: Q: 09/20/05
Loc: PINE ST. 06 JERSEY CITY, NJ 00000
Owner: NEW JERSEY TRANSP Billing Code:
Street: ONE PENN PLAZA EAST Account Num: 00509000
Town: NEWARK, NJ Zip: 07105 Mtg Acct#:
Class: 15C Deductions: S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 02/14/97 Bk: 5104 Pg: 220 Price: 550000 NU#: 15 Cd: R: 3.27

	2009	2010	Taxes	Exemptions/Abatelements	
Land:	18000	18000	NmH1-71:	0.00 1	0
Impr:	0	0	NmH2-72:	0.00 2	0
	0	0	MH1-73:	0.00 3	0 NetCalc
Net:	18000	18000 :	MH2-74:	0.00 4	0 0

Land Dim: 22000 SQFT.	Class4Cd:	YrBlt:	Neigh:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 1
	Style:	Zone:	Map: 1203

5104/220 Sewage → NJT

CRR R/W - Pacific Ave → Communiplaw

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen:1 of 5

0906 Block: 2033 Lot: 8.A Q: M
Prior Block: Lot: Q: 10/06/01
Loc: INS.CAVEN PT.RD. 06 JERSEY CITY, NJ 00000
Owner: NEW JERSEY TRANSIT Billing Code: 00000
Street: ONE PENN PLAZA Account Num: 00367607
Town: NEWARK, NJ Zip: 07105 Mtg Acct#:
Class: 15C Deductions:S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 09/19/97 Bk: 5201 Pg: 72 Price: 353000 NU#: 15 Cd: R: 23.88

	2009	2010	Taxes	Exemptions/Abatements	
Land:	84300	84300	NmH1-71:	0.00 1	0
Impr:	0	0	NmH2-72:	0.00 2	0
	0	0	MH1-73:	0.00 3	0 NetCalc
Net:	84300	84300	MH2-74:	0.00 4	0 0

Land Dim:	1.57 ACRES	Class4Cd:	YrBlt:	Neigh:
Bldg Desc:	VACANT LAND	BldgClass:	SF: 0	
Addl Lots:		Type/Use:	PrcSF 0	UCd: 1
		Style:	Zone:	Map: 1203

5201/72

VACANT LAND between L.V.R.R R/W & C.R.R R/W
Lot 10 Block 2033 MAP 1203

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 5

0906 Block: 2033 Lot: 9 Q: M
Prior Block: Lot: Q: 03/22/07
Loc: PINE ST. & C.R.R. 06 JERSEY CITY, NJ 00000
Owner: EDEN WOOD REALTY, LLC Billing Code: 00000
Street: 47 PARSIPANNY ROAD Account Num: 00367615
Town: WHIPPANY, N.J. Zip: 07981 Mtg Acct#:
Class: 4B Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 12/21/99 Bk: 08120 Pg: 00168 Price: 1 NU#: 03 Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	25600	25600	NmH1-71:	414.56 1	0
Impr:	1800	1800	NmH2-72:	446.62 2	0
	0	0	MH1-73:	453.15 3	0 NetCalc
Net:	27400	27400 :	MH2-74:	329.94 4	0 0

Land Dim:	52.45X211 TRI.	Class4Cd:	YrBlt:	0001	Neigh:
Bldg Desc:	IND.	BldgClass:	SF:	0	
Addl Lots:		Type/Use:	PrcSF	0	UCd: 20
		Style:	Zone:		Map: 1203

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen:1 of 5

0906 Block: 2033 Lot: 10 Q: M
Prior Block: Lot: Q: 10/06/01
Loc: PINE ST. 06 JERSEY CITY, NJ 00000
Owner: NEW JERSEY TRANSIT Billing Code:
Street: ONE PENN PLAZA EAST Account Num: 00509034
Town: NEWARK, NJ Zip: 07105 Mtg Acct#:
Class: 15C Deductions: S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 02/14/97 Bk: 5104 Pg: 220 Price: 550000 NU#: 15 Cd: R: 4.51

	2009	2010	Taxes	Exemptions/Abatements	
Land:	24800	24800	NmH1-71:	0.00 1	0
Impr:	0	0	NmH2-72:	0.00 2	0
	0	0	MH1-73:	0.00 3	0 NetCalc
Net:	24800	24800 :	MH2-74:	0.00 4	0 0

Land Dim:	76.13X101	Class4Cd:	YrBlt:	Neigh:
Bldg Desc:	VACANT LAND	BldgClass:	SF: 0	
Addl Lots:		Type/Use:	PrcSF 0	UCd: 1
		Style:	Zone:	Map: 1203

5104/220 Sewage → NJT

CRR R/W Pacific Ave → Commonwealth

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen:1 of 5

0906 Block: 2033 Lot: 11 Q: M
Prior Block: Lot: Q: 09/22/05
Loc: PINE ST. 06 JERSEY CITY, NJ 00000
Owner: NEW JERSEY TRANSIT Billing Code:
Street: ONE PENN PLAZA EAST Account Num: 00509059
Town: NEWARK, NJ Zip: 07105 Mtg Acct#:
Class: 15C Deductions: S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 09/15/97 Bk: Pg: Price: 0 NU#: 15 Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	242200	242200	NmH1-71:	0.00 1	0
Impr:	0	0	NmH2-72:	0.00 2	0
	0	0	MH1-73:	0.00 3	0 NetCalc
Net:	242200	242200 :	MH2-74:	0.00 4	0 0

Land Dim: 1.73 ACRES 1.73 Class4Cd: YrBlt: Neigh:
Bldg Desc: VACANT LAND BldgClass: SF: 0
Addl Lots: Type/Use: PrcSF 0 UCd: 1
Style: Zone: Map: 1203

No Deeds involving Conrail or NJT Found For 9/15/97.

PRESS (Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen: 1 of 5

0906 Block: 2033 Lot: 12 Q: M
Prior Block: Lot: Q: 09/21/05
Loc: PINE ST. 06 JERSEY CITY, NJ 00000
Owner: NEW JERSEY TRANSIT Billing Code:
Street: ONE PENN PLAZA EAST Account Num: 00509067
Town: NEWARK, NJ Zip: 07105 Mtg Acct#:
Class: 15C Deductions: S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 02/14/97 Bk: 5104 Pg: 220 Price: 550000 NU#: 15 Cd: R: 46.60

	2009	2010	Taxes	Exemptions/Abatements	
Land:	256300	256300	NmH1-71:	0.00 1	0
Impr:	0	0	NmH2-72:	0.00 2	0
	0	0	MH1-73:	0.00 3	0 NetCalc
Net:	256300	256300 :	MH2-74:	0.00 4	0 0

Land Dim:	1.831AC	1.831	Class4Cd:	YrBlt:	Neigh:
Bldg Desc:	VACANT LAND		BldgClass:	SF: 0	
Addl Lots:			Type/Use:	PrcSF 0	UCd: 1
			Style:	Zone:	Map: 1203

5104/220 Sewage → NJT

CRK R/W Pacific Ave → CommuniPAW

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen:1 of 5

0906 Block: 2033 Lot: 13 Q: M
Prior Block: Lot: Q: 10/06/01
Loc: 20 CAVEN POINT AVE. 06 JERSEY CITY, NJ 00000
Owner: NEW JERSEY TRANSIT Billing Code:
Street: ONE PENN PLAZA EAST Account Num: 00510693
Town: NEWARK, NJ Zip: 07105 Mtg Acct#:
Class: 15C Deductions: S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 09/15/97 Bk: Pg: Price: 0 NU#: 15 Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	300000	300000	NmH1-71:	0.00 1	0
Impr:	0	0	NmH2-72:	0.00 2	0
	0	0	MH1-73:	0.00 3	0 NetCalc
Net:	300000	300000 :	MH2-74:	0.00 4	0 0

Land Dim: 2.00ACRES 2.00 Class4Cd: YrBlt: Neigh:
Bldg Desc: VACANT LAND BldgClass: SF: 0
Addl Lots: Type/Use: PrcSF 0 UCd: 1
Style: Zone: Map: 1203

No Deeds Found involving Conrail or NJT For 9/15/97

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 5

0906 Block: 2033 Lot: PL.3 Q: M
Prior Block: Lot: Q: 10/31/05
Loc: PINE ST.& C.R.R. 06 JERSEY CITY, NJ 00000
Owner: NEW JERSEY TRANSIT Billing Code: 00000
Street: ONE PENN PLAZA EAST Account Num: 00367524
Town: NEWARK, N.J. Zip: 07105 Mtg Acct#:
Class: 15C Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 04/22/97 Bk: 5130 Pg: 285 Price: 325000 NU#: 15 Cd: R: 69.23

	2009	2010	Taxes	Exemptions/Abatements	
Land:	115900	115900	NmH1-71:	0.00 1	0
Impr:	109100	109100	NmH2-72:	0.00 2	0
	0	0	MH1-73:	0.00 3	0 NetCalc
Net:	225000	225000 :	MH2-74:	0.00 4	0 0

Land Dim: 20,680 SQ.FT.	Class4Cd:	YrBlt:	Neigh:
Bldg Desc: INDUSTRIAL	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 20
	Style:	Zone:	Map: 1203

5130/285

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen

** 1: prc file**

-----Screen:1 of 5

0906 Block: 2033 Lot: PT.7A Q: M
Prior Block: Lot: Q: 03/22/07
Loc: PINE ST.& C.R.R. 06 JERSEY CITY, NJ 00000
Owner: EDEN WOOD REALTY, LLC Billing Code: 00000
Street: 47 PARSIPANNY ROAD Account Num: 00367557
Town: WHIPPANY, N.J. Zip: 07981 Mtg Acct#:
Class: 1 Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
SaleD: 12/21/99 Bk: 08120 Pg: 00168 Price: 1 NU#: 03 Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements
Land:	4800	4800	NmH1-71: 72.62 1	0
Impr:	0	0	NmH2-72: 78.25 2	0
	0	0	MH1-73: 79.38 3	0 NetCalc
Net:	4800	4800 :	MH2-74: 57.80 4	0 0

Land Dim: 1680.30 SQ.FT. Class4Cd: YrBlt: 0001 Neigh:
Bldg Desc: VACANT LAND BldgClass: SF: 0
Addl Lots: Type/Use: PrcSF 0 UCd: 20
Style: Zone: Map: 1203

PRESS (Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen: 1 of 5

0906 Block: 2044.3 Lot: A Q: M
Prior Block: Lot: Q: 10/06/01
Loc: COMMUNIPAW TO PACIFIC AVE 06 JERSEY CITY, NJ 00000
Owner: NEW JERSEY TRANSIT Billing Code:
Street: ONE PENN PLAZA EAST Account Num: 00500504
Town: NEWARK, NJ Zip: 07105 Mtg Acct#:
Class: 15C Deductions: S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 02/14/97 Bk: 5104 Pg: 220 Price: 550000 NU#: 15 Cd: R: 36.60

	2009	2010	Taxes	Exemptions/Abatements
Land:	201300	201300	NmH1-71:	0.00 1 0
Impr:	0	0	NmH2-72:	0.00 2 0
	0	0	MH1-73:	0.00 3 0
Net:	201300	201300 :	MH2-74:	0.00 4 0

Land Dim: 122X2054 IR
Bldg Desc: VACANT LAND
Addl Lots:

Class4Cd: YrBlt: Neigh:
BldgClass: SF: 0
Type/Use: PrcSF 0 UCd: 1
Style: Zone: Map: 1204

1 record(s) found

5104/220

CONRAIL ⁴¹²⁰ → Jersey City Sewer Auth ⁵¹⁰⁴ → NJ TRANSIT
₁₃₅ ₂₂₀

MAP 12.04 BLOCK 2044.3 Lot A

CRR R/W - Between Pacific Ave & Communipaw

PRESS (Q) uery, (N) ext, (P) revious, (A) dd, (U) pdate, (R) emove, (O) utput (B) ye
(S) creen ** 1: prc file**

-----Screen:1 of 5

0906 Block: 2047 Lot: B Q: M
Prior Block: Lot: Q: 12/08/05
Loc: 218 SUYDAM AVE. 06 JERSEY CITY, NJ 00000
Owner: SUYDAM PARTNERS, L.L.C. Billing Code: 00660
Street: 925 HARVEST DR.SUITE 120 Account Num: 00372177
Town: BLUE BELL, PA. Zip: 19422 Mtg Acct#:
Class: 4B Deductions:S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 06/07/05 Bk: 7617 Pg: 239 Price: 1 NU#: 6 Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements
Land:	127900	127900	NmH1-71: 7354.73 1	0
Impr:	358200	358200	NmH2-72: 7923.39 2	0
	0	0	MH1-73: 8039.38 3	0 NetCalc
Net:	486100	486100 :	MH2-74: 5853.36 4	0 0

Land Dim: 200X154.30 TRI.	Class4Cd:	YrBlt:	Neigh:
Bldg Desc: 1S-CB&F-IN-H.	BldgClass:	SF: 0	
Addl Lots:	Type/Use:	PrcSF 0	UCd: 20
	Style:	Zone:	Map: 1204

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 5

0906 Block: 2047 Lot: 24.D Q: M
Prior Block: Lot: Q: 04/02/09
Loc: 271-5 COMMUNIPAW AVE. 06 JERSEY CITY, NJ 00000
Owner: NEW JERSEY TRANSIT CORP. Billing Code: 50120
Street: ONE PENN PLAZA EAST Account Num: 00372383
Town: NEWARK, NJ Zip: 07105 Mtg Acct#:
Class: 1 Deductions:S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
Saled: 11/19/96 Bk: 5073 Pg: 014 Price: 270000 NU#: 15 Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements
Land:	0	0	NmH1-71:	0.00 1 0
Impr:	0	0	NmH2-72:	0.00 2 0
	0	0	MH1-73:	0.00 3 0 NetCalc
Net:	0	0 :	MH2-74:	0.00 4 0 0

Land Dim: 8600SQ FT	Class4Cd:	YrBlt:	Neigh:
Bldg Desc: VACANT LAND	BldgClass:	SF: 0	
Addl Lots: L25,ASSD.BY DIR.	Type/Use:	PrcSF 0	UCd: 99
	Style:	Zone:	Map: 1204

PRESS (Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 5

0906 Block: 2047 Lot: 25.D Q: M
Prior Block: Lot: Q: 10/06/01
Loc: 269 COMMUNIPAW AVE. 06 JERSEY CITY, NJ 00000
Owner: NEW JERSEY TRANSIT Billing Code:
Street: ONE PENN PLAZA EAST Account Num: 00509042
Town: NEWARK, NJ Zip: 07105 Mtg Acct#:
Class: 15C Deductions: S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	18300	18300	NmH1-71:	0.00 1	0
Impr:	0	0	NmH2-72:	0.00 2	0
	0	0	MH1-73:	0.00 3	0 NetCalc
Net:	18300	18300 :	MH2-74:	0.00 4	0 0

Land Dim:	28X290 IRR	Class4Cd:	YrBltd:	Neigh:
Bldg Desc:	VACANT LAND	BldgClass:	SF: 0	
Addl Lots:		Type/Use:	PrcSF 0	UCd: 1
		Style:	Zone:	Map: 1204

PRESS (Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen: 1 of 2

Block: 2154.4 Lot: 6 Q: M
Prior Block: Lot: Q: 09/18/00
Loc: COMMUNIPAW AVE. 06 JERSEY CITY, NJ 00000
Owner: CONSOLIDATED RAIL Billing Code: 50120
Street: P. O. BOX 8499 Account Num: 00508465
Town: PHILADELPHIA, PA Zip: 19101 Mtg Acct#:
Class: 5A Deductions: S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	0	0	(57): 0.00	1	0
Impr:	0	0	(58): 0.00	2	0
	0	0		3	0
Net:	0	0	Partial:	4	0

Land Dim: 100X934	Class4Cd:	YrBlt:
Bldg Desc: MAIN STEM	BldgClass:	SF: 0
Addl Lots: ASSD BY DIR.	Type/Use:	PrcSF 0
	Style:	Zone: UCd: 1
		Map: 1212

7 record(s) found

MAP 12.12 Block 2154.4

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen:1 of 2

Block: 2154.4 Lot: 7.B Q: M
Prior Block: Lot: Q: 10/06/01
Loc: COMMUNIPAW AVE. 06 JERSEY CITY, NJ 00000
Owner: NEW JERSEY TRANSIT Billing Code:
Street: ONE PENN PLAZA EAST Account Num: 00508473
Town: NEWARK, NJ Zip: 07105 Mtg Acct#:
Class: 15C Deductions: S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 07/30/96 Bk: 5027 Pg: 78 Price: 4210000 NU#: 15 Cd: R: 58.67

	2009	2010	Taxes	Exemptions/Abatements	
Land:	2470000	2470000	(57): 0.00	1	0
Impr:	0	0	(58): 0.00	2	0
	0	0		3	0
Net:	2470000	2470000	Partial:	4	0

Land Dim: 9.88 AC 9.88 Class4Cd: YrBlt:
Bldg Desc: VACANT LAND BldgClass: SF: 0
Addl Lots: Type/Use: PrcSF 0 UCd: 1
Style: Zone: Map: 1212

5027/78:

CRR R/W - used for Hudson-Bergen Lt. Rail.

PRESS (Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen: 1 of 2

Block: 2154.4 Lot: 8.A Q: M
Prior Block: Lot: Q: 10/06/01
Loc: COMMUNIPAW AVE. 06 JERSEY CITY, NJ 00000
Owner: NEW JERSEY TRANSIT Billing Code:
Street: ONE PENN PLAZA EAST Account Num: 00508481
Town: NEWARK, NJ Zip: 07105 Mtg Acct#:
Class: 150 Deductions: S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 07/30/96 Bk: 5027 Pg: 78 Price: 4210000 NU#: 15 Cd: R: 6.06

	2009	2010	Taxes	Exemptions/Abatements	
Land:	255000	255000	(57): 0.00	1	0
Impr:	0	0	(58): 0.00	2	0
	0	0		3	0
Net:	255000	255000	Partial:	4	0

Land Dim: 1.02 AC 1.02 Class4Cd: YrBlt:
Bldg Desc: VACANT LAND BldgClass: SF: 0
Addl Lots: Type/Use: PrcSF 0 UCd: 1
Style: Zone: Map: 1212

CR2 R/w

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen:1 of 2

Block: 2154.4 Lot: 9.B Q: M
Prior Block: Lot: Q: 10/06/01
Loc: COMMUNIPAW AVE. 06 JERSEY CITY, NJ 00000
Owner: NEW JERSEY TRANSIT Billing Code:
Street: ONE PENN PLAZA EAST Account Num: 00508499
Town: NEWARK, NJ Zip: 07105 Mtg Acct#:
Class: 15C Deductions: S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
SaleD: 07/30/96 Bk: 5027 Pg: 78 Price: 4210000 NU#: 15 Cd: R: 1.54

	2009	2010	Taxes	Exemptions/Abatements
Land:	65000	65000	(57): 0.00	1 0
Impr:	0	0	(58): 0.00	2 0
	0	0		3 0 NetCalc
Net:	65000	65000	Partial:	4 0

Land Dim: 0.26 AC 0.26
Bldg Desc: VACANT LAND
Addl Lots:

Class4Cd: YrBlt:
BldgClass: SF: 0
Type/Use: PrcSF 0 UCd: 1
Style: Zone: Map: 1212

CRR R/W

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

Screen:1 of 2

Block: 2154.4 Lot: 11 Q: M
Prior Block: Lot: Q: 09/16/00
Loc: COMMUNIPAW AVE. 06 JERSEY CITY, NJ 00000
Owner: CONSOLIDATED RAIL Billing Code: 50120
Street: P. O. BOX 8499 Account Num: 00508507
Town: PHILADELPHIA, PA Zip: 19101 Mtg Acct#:
Class: 5A Deductions: S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	0	0	(57): 0.00	1	0
Impr:	0	0	(58): 0.00	2	0
	0	0		3	0 NetCalc
Net:	0	0	Partial:	4	0 0

Land Dim: 100X IRR	Class4Cd:	YrBlt:
Bldg Desc: 2ND CLASS	BldgClass:	SF: 0
Addl Lots: ASSD BY DIR	Type/Use:	PrcSF 0 UCd: 1
	Style:	Zone: Map: 1212

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 2

Block: 2154.4 Lot: 13 Q: M
Prior Block: Lot: Q: 09/18/00
Loc: COMMUNIPAW AVE. 06 JERSEY CITY, NJ 00000
Owner: CONSOLIDATED RAIL Billing Code: 50120
Street: P. O. BOX 8499 Account Num: 00508515
Town: PHILADELPHIA, PA Zip: 19101 Mtg Acct#:
Class: 5B Deductions:S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	0	0	(57): 0.00	1	0
Impr:	0	0	(58): 0.00	2	0
	0	0		3	0 NetCalc
Net:	0	0	Partial:	4	0 0

Land Dim:	Class4Cd:	YrBlt:	
Bldg Desc: 2ND CLASS RR	BldgClass:	SF:	0
Addl Lots: ASSD BY DIR.	Type/Use:	PrcSF	0 UCd: 1
	Style:	Zone:	Map: 1212

PRESS(Q)uery, (N)ext, (P)revious, (A)dd, (U)pdate, (R)emove, (O)utput (B)ye
(S)creen ** 1: prc file**

-----Screen:1 of 2

Block: 2154.4 Lot: 14 Q: M
Prior Block: Lot: Q: 07/09/00
Loc: BURMA RD. 06 JERSEY CITY, NJ 00000
Owner: CONSOLIDATED RAIL Billing Code: 50120
Street: P. O. BOX 8499 Account Num: 00508523
Town: PHILADELPHIA, PA Zip: 19101 Mtg Acct#:
Class: 1 Deductions: S 0 V 0 W 0 R 0 D 0 Own: 0 Amt: 0
Saled: 00/00/00 Bk: Pg: Price: 0 NU#: Cd: R: 0.00

	2009	2010	Taxes	Exemptions/Abatements	
Land:	0	0	(57): 0.00	1	0
Impr:	0	0	(58): 0.00	2	0
	0	0		3	0 NetCalc
Net:	0	0	Partial:	4	0 0

Land Dim: 72.93 SQFT.	Class4Cd:	YrBlt:
Bldg Desc: 2ND CLASS	BldgClass:	SF: 0
Addl Lots: ASSD BY DIR	Type/Use:	PrcSF 0 UCd: 1
	Style:	Zone: Map: 1212

... ..

NS 5313			
CSAO train #121 departing Pavonia Yard passing the diamond with NJ Transit's River LINE LRV and Conrail's Pavonia Industrial Tract			
Date: 5/12/2009	Location: Camden, NJ Map	Views: 61	Collection Of: Bob Vogel
Locomotives: NS 5313(GP38-2)			Author: Bob Vogel



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